

Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Swearing in of Officer Walker Koropatnicki, Officer Avery Nystel and Officer John Mickelson
-- Pete Nielsen, Police Chief
- D. Roll Call
- E. Approve Order of Agenda
- F. Approval of Minutes -- July 1, 2024
- G. Building Permits

Consent Agenda - Approve the Following:

- a. Bills
- b. Project No. 2273 – Traffic Signal Installation at 23rd Ave S and Bluestem Dr E.
 - Approve both the Consent to Assignment Agreement between the COWF and Fargo Electric Construction (Assignor) / Sun Electric, Inc (Assignee) and the Resolution Consenting to Assignment
- c. Local Permit for United Way of Cass Clay
- d. Appointment of Deputy Auditor, Nick Lee

Regular Agenda

- 1. Public Comment
Members of the public will be allowed 2 minutes and 30 seconds to address the City Commission. Commissioners will not take any official action during this comment period. Please sign up no later than 12 p.m. the day of the City Commission Meeting you wish you attend. [City Commission Meeting Public Comment | West Fargo, ND \(westfargond.gov\)](https://www.westfargond.gov/city-commission-meeting-public-comment)
- 2. A24-19 Zoning Ordinance Amendments to Title IV relating to Planned Unit Developments (PUDs), Approval of First Reading of Ordinance (This item was tabled at the last meeting) -- Aaron Nelson, Planning Director
- 3. A24-22 Simpsons 7th Addition, Request for building permit and associated retracement plat and a variance to reduce the building control line of the CO-SR: Sheyenne River Corridor Overlay District. -- Aaron Nelson, Planning Director
- 4. Capital Improvement Plan (CIP) – Review -- Dan Hanson, City Engineer
 - No Action – Review Preliminary 2024-2028 CIP and provide a preliminary list of projects in the plans for the next five years.
- 5. City Administrator's Report -- Dustin Scott, City Administrator
- 6. Correspondence
- 7. Non-Agenda Items
- 8. Adjourn

Meeting Items

A. Call to Order

The West Fargo City Commission meeting was held in the in the City of West Fargo Commission Chambers on Monday, July 1, 2024.

B. Pledge of Allegiance

The Pledge of Allegiance was recited.

C. Oath of Office:

a. Commissioner Amy Zundel

b. Commissioner Rory Jorgensen

The Oath of Office was administered by Bernie Dardis, Commission President to Commissioner Amy Zundel and Rory Jorgensen.

D. Roll Call

Commissioner Rory Jorgensen – present; Commissioner Amy Zundel – present;
Commissioner Bernie Dardis – present; Commissioner Brad Olson – present;
Commissioner Roben Anderson – present; All Commissioners were present, there was no Commissioner absent from the meeting.

E. Approve Order of Agenda

Commissioner Olson moved and Commissioner Zundel seconded to approve the order of the agenda. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion was declared carried.

F. Appointments of Positions, Portfolios, and Committees

1. Appointment of Vice President Board of City Commission - Brad Olson
2. Appointment of Municipal Judge - Trent Barkus; and Clerk of Court - Amy Kraemer
3. Appointive Officers:
 - a. City Administrator/Auditor - Dustin Scott
 - b. City Attorney - Ohnstad Twichell, P.C.
 - c. City Engineer - Dan Hanson
 - d. Police Chief - Pete Nielsen

- e. Fire Chief - Dan Fuller
- f. Building Inspector - Mark Housh
- g. City Assessor - Nick Lee
- 4. Appointment of Portfolios:
 - a. Primary
 - i. Sanitation - Rory Jorgensen
 - ii. Streets, Water and Sewer - Amy Zundel
 - iii. Police and Fire - Brad Olson
 - iv. Administrative Services - Bernie Dardis
 - v. Community & Development Services - Roben Anderson
 - b. Secondary
 - i. Sanitation - Amy Zundel
 - ii. Streets, Water and Sewer - Brad Olson
 - iii. Police and Fire - Bernie Dardis
 - iv. Administrative Services - Roben Anderson
 - v. Community & Development Services - Rory Jorgensen
- 5. Appointments to Committees:
 - a. Greater Fargo-Moorhead Economic Development Corporation
 - i. Bernie Dardis
 - b. Fargo-Moorhead Metropolitan Council of Governments
 - i. Brad Olson
 - ii. Rory Jorgensen
 - c. West Fargo Economic Development Advisory Committee
 - i. Brad Olson
 - ii. Amy Zundel
 - d. Library Board
 - i. Roben Anderson
 - e. Urban Forestry Committee
 - i. Roben Anderson

- f. Cass County Planning & Zoning
 - i. Brad Olson
- g. Fargo Cass Board of Public Health
 - i. Bernie Dardis
- h. Airport Authority Liaison
 - i. Rory Jorgensen
- i. Fargo-Moorhead Flood Diversion Board of Authority
 - i. Bernie Dardis
- j. Cass-Clay Food Systems Advisory Commission
 - i. Amy Zundel
- k. Liquor Control Board
 - i. Rory Jorgensen
 - ii. Roben Anderson
- l. West Fargo Events
 - i. Bernie Dardis
- m. Fargo-Moorhead Convention and Visitor's Bureau - Casey Sanders-Berglund, Director of Economic Development
- n. MATBUS Coordinating Board - Brad Olson
- o. RRRDC Authority Board - Bernie Dardis
- p. RRRDC Budget/Finance Committee - Bernie Dardis

Commissioner Anderson moved and Commissioner Jorgensen seconded to approve the Appointments of Positions, Portfolios, and Committees as stated by Commission President Dardis. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion was declared carried.

G. Approval of Minutes - June 17, 2024

Commissioner Olson moved and Commissioner Anderson seconded to approve the minutes of June 3, 2024. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion was declared carried.

H. Building Permits

Commissioner Zundel moved and Commissioner Olson seconded to approve the building permits. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion was declared carried.

Consent Agenda - Approve the Following:

- a. Bills**
- b. A24-10 The Wilds 24th Addition, Approval of Final Plat**
- c. A24-14 Jason Subdivision, Approval of Conditional Use Permit (CUP) for an accessory building larger than 1600 sq ft within the "R-R" Rural Residential Zoning District**
- d. Approval of conditional building permit agreement allowing an existing house to temporarily remain on a lot during construction of new house**
- e. Games of Chance for Friends of Easton Hoffman**
- f. Gaming Site Authorization for The Team Makers Club, Inc at Piggy BBQ**
- g. Games of Chance for IPOP - Interested Parents of Packatahnas**

Commissioner Anderson moved and Commissioner Jorgensen seconded to approve the consent agenda. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion was declared carried.

Regular Agenda

1. Public Comment

Members of the public will be allowed 2 minutes and 30 seconds to address the City Commission. Commissioners will not take any official action during this comment period.

Please sign up no later than 12 p.m. the day of the City Commission Meeting you wish you attend. City Commission Meeting Public Comment | West Fargo, ND (westfargond.gov)

One West Fargo resident spoke during this time.

2. Public Hearing – A24-19 Zoning Ordinance Amendments to Title IV relating to Planned Unit Developments (PUDs), Approval of First Reading of Ordinance -- Aaron Nelson, Planning Director

Commissioner Zundel moved and Commission President Dardis seconded to table the item of 24-19 Zoning Ordinance Amendments to Title IV relating to Planned Unit Developments (PUDs), approval of First Reading of Ordinance, until the next meeting. Commissioners Jorgensen, Zundel, Dardis, and Anderson voted aye.

Commissioner Olson voted nay, the motion was declared carried on a 4:1 vote.

3. Project No. 9040 – Lighting Standard Improvements – HSP to LED (Citywide) -- Dan Hanson, City Engineer

• Review Bids and Concur with NDDOT to Award Contract

Commissioner Jorgensen moved and Commissioner Olson seconded to approve Project No. 9040 – Lighting Standard Improvements – HSP to LED (Citywide); Review Bids and Concur with NDDOT to Award Contract. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion was declared carried.

4. Update on Senior Director of Administrative Services -- Sarah Gasevic, Director of Human Resources

An informational update was given regarding the Senior Director of Administrative Services, Nick Lee was the chosen candidate.



West Fargo City Commission Meeting
West Fargo City Hall Commission Chambers
800 4th Ave E, West Fargo, 58078
Monday, July 1, 2024 5:30 PM

5. City Administrator's Report -- Dustin Scott, City Administrator

- A. 2023 Audit Update
- B. 2025 Budget Update
- C. Finance Director Search Update
- D. 4th of July, City offices are closed

6. Correspondence

There was no correspondence.

7. Non-Agenda Items

Railroad Bridge Grant Update

Wilds round about at Sheyenne and 52nd is closed, gate has been opened

-- Dan Hanson, City Engineer/ Senior Director of Community and Development

8. Adjourn

Commissioner Anderson moved and Commissioner Olson seconded to adjourn the meeting. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the meeting was adjourned at 6:23 PM.

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
07/15/2024**

	AS OF 7/11/2024			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL				4		\$ 4,864,675.00
RESIDENTIAL DWELLING	8	8	\$ 2,140,001.00	79	79	\$ 32,029,540.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC				1		\$ 2,503,019.00
CHURCH						
ACCESSORY	9		\$ 371,741.00	81		\$ 4,044,550.00
FOUNDATION ONLY						\$ 357,500.00
<u>BUILDING REMODEL</u>						
COMMERCIAL				33		\$ 13,641,516.00
RESIDENTIAL	3		\$ 72,070.00	81		\$ 2,185,906.00
PUBLIC				1		\$ 1,151,500.00
CHURCH						
ACCESSORY				1		\$ 7,000.00
<u>BUILDING OTHER</u>						
DEMOLITION				10		\$ 494,284.00
MOVE				1		\$ 20,000.00
PERMIT CANCELLATION				1		\$ (8,345.00)
TOTALS	20	8	\$ 2,583,812.00	291	79	\$ 61,291,145.00

WEST FARGO CITY COMMISSION MEETING
Building Department Report - Summary

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NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
240562	Thomsen Homes, LLC	6028 8 ST W	THOMSEN HOMES, LLC	\$ 218,471.00	Residential Dwelling
240575	Thomsen Homes, LLC	1229 RACHEL DR W	THOMSEN HOMES, LLC	\$ 264,530.00	Residential Dwelling
240475	Red Leaf Custom Homes LLC	5850 ELLIS DR W	RED LEAF CUSTOM HOMES, LLC	\$ 400,000.00	Residential Dwelling
240480	JODY & AMY NORSTEDT	3002 1 ST E	JODY & AMY NORSTEDT	\$ 33,800.00	Remodel - Residential - Lower Level Finish
240594	Krueger Construction, Inc.	2145 12 ST W	KRUEGER CONSTRUCTION, INC	\$ 20,000.00	Remodel - Residential - Lower Level Framing
240613	Brookstone Companies, LLC	1159 JILL DR W	HS INVESTMENTS, LLC	\$ 2,000.00	Accessory - Deck
240631	Premium Decks, Inc.	919 50 AVE W	STEVEN M & CLARA A DANIELS	\$ 20,000.00	Accessory - Deck
240641	Daniel Hogfoss LLC	433 FREEDOM TER E	CHRISTOPHER & CHRISTEL AMBUE	\$ 100,000.00	Accessory - Swimming Pool
240618	CRYSTAL DAMMEN	526 5 ST CT E	CRYSTAL DAMMEN	\$ 4,000.00	Accessory - Deck
240643	JUSTIN J & TAYLOR J SLACK	4403 SUNRISE DR	JUSTIN J & TAYLOR J SLACK	\$ 18,270.00	Remodel - Residential - Lower Level Finish
240629	Premium Decks, Inc.	219 EDGEWATER DR	JOHN & JODY JONES, TOD	\$ 13,000.00	Accessory - Deck
240399	Daniel Hogfoss LLC	631 COTTONWOOD CT	JON & LINDSAY WEISGERBER	\$ 5,000.00	Accessory - Pergola
240591	Holm Construction Services LLC	122 48 AVE E	NATHAN & JENNIFER VOLLMUTH	\$ 100,000.00	Accessory - Structure
240604	Deck Builders, Inc.	2749 12 ST W	ZACHERY J HETTWER, ETAL	\$ 6,500.00	Accessory - Deck
240633	MARK A & PENELOPE A ECKELBERG	354 EDGEWATER DR	MARK A & PENELOPE A ECKELBERG	\$ 121,241.00	Accessory - Structure
240572	Brookstone Companies, LLC	1217 JILL DR W	HS INVESTMENTS, LLC	\$ 249,000.00	Residential Dwelling
240573	Brookstone Companies, LLC	1223 JILL DR W	HS INVESTMENTS, LLC	\$ 249,000.00	Residential Dwelling
240622	Brookstone Companies, LLC	1229 JILL DR W	HS INVESTMENTS, LLC	\$ 249,000.00	Residential Dwelling
240626	Jordahl Custom Homes, Inc.	6027 8 ST W	JORDAHL CUSTOM HOMES, INC	\$ 230,000.00	Residential Dwelling
240663	Jordahl Custom Homes, Inc.	5874 ELLIS DR W	WESTPORT INVESTMENTS LLC	\$ 280,000.00	Residential Dwelling

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16:42:24

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 06/28/24 to 07/12/24

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Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
119253		3639 3X GEAR LLC	570.00								
1	18505	07/11/24 FD Blue T-shirts	570.00			2060		415200	422		101000
		Total for Vendor:	570.00								
119080		2646 4IMPRINT INC	767.51								
1	12600039	05/31/24 proj #12 pr flashlights	1,535.01			1000		421000	375	12	101000
2	941734	07/02/24 credit	-767.50			1000		421000	375	12	101000
		Total for Vendor:	767.51								
119323		808 A & L LANDSCAPING	333.95								
1	2303	06/28/24 IRRIGATION REPAIR - WEX	233.00			2970		480000	653		101000
2	2329	07/09/24 IRRIGATION REPAIR - WEX	100.95			2970		480000	653		101000
		Total for Vendor:	333.95								
119363		999999 AARON CLAYBORN	300.00								
		Tree Planting Permit - 4802 11th St W									
1		07/11/24 Tree - 4802 11th St W	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
119173		4550 ABC LOCK & KEY INC	250.40								
1	E2396	07/02/24 WEX FIT UP	250.40			2970		480000	653		101000
		Total for Vendor:	250.40								
119172		289 ACME TOOLS	203.57								
1	21233508	06/25/24 PICCO MINI	78.70			2210		428000	432		101000
2	12986042	07/03/24 6300 CARBURATOR	32.38			2210		428000	427		101000
3	12968768	06/28/24 2024 METAL BLADES	142.49			1000		430000	427		101000
4	12981807	07/02/24 MILWAUKEE SAW - RET	-279.00			1000		430000	432		101000
5	12982014	07/02/24 CIRCULAR SAW	229.00			1000		430000	432		101000
119244		289 ACME TOOLS	479.19								
1	13012311	07/10/24 5431 HAMMBER BLADE	479.19			1000		430001	427		101000

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
119370		289 ACME TOOLS	230.98								
1	130000035	07/08/24 1/4" Blow Gun-radiator	30.99			2060		415200	432		101000
2	13000016	07/08/24 Saw Blade Carbide	199.99			2060		415200	432		101000
		Total for Vendor:	913.74								
119378		4047 ACROSS THE STREET PRODUCTIONS	3,554.79								
1	25751	07/03/24 Blue Card Instructor/cards	3,554.79			2060		415200	340		101000
		Total for Vendor:	3,554.79								
119004	112950S	5383 AIR BURNERS, INC	234,408.82								
1	IC6988	06/27/24 AIR BURNER SS30 PORTABLE	234,408.82			6010		450200	870		101000
		Total for Vendor:	234,408.82								
119156		4791 ALL STATES FLOORING, INC.	5,098.50								
1	Pay App 4	04/30/24 WF Fire Dept Project	5,098.50			4795		480000	670		101000
		Total for Vendor:	5,098.50								
119042	112953S	2947 ALLSTATE PETERBILT OF FARGO	782.84								
1	4004424937	06/25/24 4021 BULB LED 5X7	782.84			6010		450200	427		101000
119140		2947 ALLSTATE PETERBILT OF FARGO	449.12								
1	4004425356	07/01/24 4021 MODULE CONTROL ASSY	449.12			6010		450200	427		101000
		Total for Vendor:	1,231.96								
119089		4103 ALTERATIONS BY L	189.95								
1	8756	05/23/24 honor guard sari	189.95			1000		421000	422		101000
		Total for Vendor:	189.95								
119011	112955S	3490 AMAZON CAPITAL SERVICES	427.10								
1		06/21/24 OFC SUPPLIES	237.02			6020		450000	410		101000
	1MWNGCCF916K										
2		06/21/24 SAFETY GLASSES - BG	31.68			1000		455000	639		101000
	14TCCTH67R4L										
3		SAFETY GLASSES - WA	31.68			6020		450000	639		101000
4		SAFETY GLASSES - ST	31.68			1000		430000	639		101000
5		SAFETY GLASSES - RW	31.68			1000		430001	639		101000

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6	SAFETY GLASSES - SA		31.68			6010		450200	639		101000
7	SAFETY GLASSES - SW		31.68			6025		450000	639		101000
119064		3490 AMAZON CAPITAL SERVICES	143.96								
1	08/20/23 Screen protectors for iPhone		20.95			1000		414104	497		101000
1VVX-Q3QC-C4R9											
2	04/22/24 IT tools		20.38			1000		414104	497		101000
1WPQ-YQFL-3G9D											
3	06/26/24 3 keyboards - FD		76.63			2060		415200	497		101000
111-6514525-7216246											
4	06/26/24 1 keyboard - IT		26.00			1000		414104	497		101000
111-6514525-7216246											
119070		3490 AMAZON CAPITAL SERVICES	64.23								
1	06/30/24 Supplies for Court		64.23			1000		412000	410		101000
1KG1-39JD-YY1F											
119072		3490 AMAZON CAPITAL SERVICES	92.90								
1	06/29/24 Locator tools		92.90			6020		450000	412		101000
14P6-71LF-W4D7											
119077		3490 AMAZON CAPITAL SERVICES	80.97								
1	06/14/24 Ink for Jodi's printer		80.97			1000		414100	410		101000
111-6368958-8543434											
119104		3490 AMAZON CAPITAL SERVICES	299.16								
1	07/02/24 investigation tripods		299.16			1000		421000	365		101000
1KKTGL9M1T1											
119232		3490 AMAZON CAPITAL SERVICES	50.94								
1	06/30/24 OFFICE SUPPLIES		33.96			1000		450000	410		101000
14P6MJHMYT7C											
2	06/30/24 OFFICE SUPPLIES		16.98			6010		450200	410		101000
14P6MJHMYT7C											

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119233		3490 AMAZON CAPITAL SERVICES	17.94								
1	06/27/24	GEAR LUBRICANT	17.94			2210		428000	432		101000
		1YQYP9N9YN764									
119261		3490 AMAZON CAPITAL SERVICES	30.85								
1	07/07/24	WEX fit-up	30.85			2970		480000	653		101000
		1YTH-F31H-H7CG									
119269		3490 AMAZON CAPITAL SERVICES	457.57								
1	07/03/24	WEX fit-up	457.57			2970		480000	653		101000
		1XP3-W6M3-3TMH									
119342		3490 AMAZON CAPITAL SERVICES	276.04								
1	07/11/24	Office Supplies - Eng	276.04			1000		414200	410		101000
		113-0179915-7076232									
119379		3490 AMAZON CAPITAL SERVICES	257.99								
1	6nwthq3q	07/07/24 FD Wh Bd for clothes closet	87.99			2060		415200	410		101000
2	fxng-39m4	07/03/24 ST76 Bowls	26.49			2060		415200	500		101000
3	9clx4dzd	07/02/24 ST 76 Tr Kitchen supplies	143.51			2060		415200	420		101000
		Total for Vendor:	2,199.65								
119259	-99087E	5229 AMB INVESTMENTS, LLC	47,700.00								
		New City Hall									
1	07/01/24	July Lease - WEX Building	47,700.00			1001		415000	389		101000
		Total for Vendor:	47,700.00								
119247		2775 AMCS GROUP, INC.	6,492.23								
1	160292	06/30/24 PC SCAL SOFTWARE	6,492.23			6010		450200	751		101000
		Total for Vendor:	6,492.23								
119325		5419 AMERICAN FENCE COMPANY LLC	10,914.00								
1	591	07/02/24 40TH AVE - FENCE INSTALL	10,914.00			6020		450000	438		101000
		Total for Vendor:	10,914.00								

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119240		317 AMERICAN WELDING & GAS, INC.	183.04						
1	0010228716	07/03/24 ER70X-6 SPOOL	183.04			6010 450200	914		101000
		Total for Vendor:	183.04						
119061		3996 ANDIE WAGEMANN	157.24						
1	2024 06/27/24	Reimbursement for Boots	157.24			2060 415200	422		101000
		Total for Vendor:	157.24						
119347		999999 ANNE ADKINS	300.00						
		Tree Planting Permit - 1057 22nd Ave W							
1	06/27/24	Tree - 1057 22nd Ave W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
119153	-99089E	4672 ASURE PAYROLL TAX MANAGEMENT	229,682.24						
		06/28/24 payroll							
1	06/28/24	Social Security	107,789.02			1000 212501			101000
2	06/28/24	Medicare	25,209.00			1000 212502			101000
3	06/28/24	Federal Income Tax	88,282.22			1000 212503			101000
4	06/28/24	ND State Tax	4,216.00			1000 212504			101000
5	06/28/24	MN State Tax	4,186.00			1000 212505			101000
119292	-99084E	4672 ASURE PAYROLL TAX MANAGEMENT	271,315.11						
		07/12/24 payroll							
1	07/12/24	Social Security	122,843.56			1000 212501			101000
2	07/12/24	Medicare	28,729.58			1000 212502			101000
3	07/12/24	Federal Income Tax	108,631.97			1000 212503			101000
4	07/12/24	ND State Tax	6,026.00			1000 212504			101000
5	07/12/24	MN State Tax	5,084.00			1000 212505			101000
		Total for Vendor:	500,997.35						
118994	112960S	2931 AUTO VALUE PARTS STORES	166.68						
1	99281734	06/20/24 STRAIGHT HEATER HOSE	83.50			1000 455000	433		101000
2	99280994	06/17/24 SERVICE CAP	20.94			1000 455000	433		101000
3	99281153	06/18/24 FILTERS	24.13			1000 430000	427		101000
4	99278511	06/04/24 HD AIR CONSTRUCTION	38.11			6025 450000	427		101000

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
119120		2931 AUTO VALUE PARTS STORES	758.91						
1	99284150	07/03/24 HD OIL FLEET	158.59			1000 430000	427		101000
2	99283852	07/02/24 FUEL PUMP	11.16			6025 450000	825		101000
3	99282356	06/24/24 WTPF RELAY & PIGTAIL	15.99			6010 450200	427		101000
4	99284136	07/03/24 4006 ROUND WORK LAMP	50.99			6010 450200	427		101000
5	99284702	07/09/24 FILTERS	6.52			1000 415000	427		101000
6	99284698	07/09/24 HD OIL FLEET	28.19			6010 450200	427		101000
7	99284696	07/09/24 FILTERS	9.95			1000 430000	427		101000
8	99284699	07/09/24 FILTERS	6.52			1000 455000	427		101000
9	99283699	07/01/24 7800 FUEL FILTER	15.68			4387 480000	427		101000
10	99283698	07/01/24 7800 FILTERS	140.40			4387 480000	427		101000
11	99284171	07/03/24 ROUND WORK LAMP	203.96			6010 450200	427		101000
12	99284178	07/03/24 RAZOR BLADES	17.99			1000 455000	433		101000
13	99284167	07/03/24 10W30 OIL	87.99			1000 430001	424		101000
14	99283077	06/27/24 4007 RUBBER GROMMET	4.98			6010 450200	427		101000
119139		2931 AUTO VALUE PARTS STORES	31.97						
1	99283641	07/01/24 5601 FUEL RETAINER	31.97			6025 450000	427		101000
119211		2931 AUTO VALUE PARTS STORES	324.46						
1	99284701	07/09/24 FILTERS	35.10			4387 480000	427		101000
2	99284694	07/09/24 FILTERS	16.30			1000 421000	427		101000
3	99285198	07/11/24 FILTERS	51.80			6020 450000	427		101000
4	99285108	07/10/24 2100 PERMATEx	20.98			6020 450000	427		101000
5	99284818	07/09/24 FILTERS	150.95			4387 480000	427		101000
6	99285219	07/11/24 FILTER	48.45			6010 450200	427		101000
7	99284819	07/09/24 FILTER	11.58			4387 480000	427		101000
8	99285335	07/11/24 FILTER	40.65			6010 450200	427		101000
9	99284177	07/03/24 QT PM 10W30 - CREDIT	-71.88			1000 430001	427		101000
10	99285329	07/11/24 FILTER	20.53			6025 450000	427		101000
119242		2931 AUTO VALUE PARTS STORES	159.92						
1	99285118	07/10/24 FILTERS/GROMMET	159.92			1000 430001	427		101000
Total for Vendor:			1,441.94						

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119256		3149 BEE SEEN GEAR	656.00								
1	64958	07/25/24 WFFD First Arrival, Patch/EMbr	656.00			2060		415200	422		101000
		Total for Vendor:	656.00								
118772	112963S	36 BERT'S TRUCK EQUIPMENT	2,790.03								
1	104846	06/24/24 #3103 VIBRATOR ATTACHMENT/INST	2,790.03			1000		430000	870		101000
		Total for Vendor:	2,790.03								
118998	112965S	4043 BIGDOG AUTOGLASS	225.00								
1	3892033	06/27/24 3035 WINDSHIELD	225.00			1000		430000	427		101000
119219		4043 BIGDOG AUTOGLASS	407.50								
1	3925727	07/10/24 4401 WINDSHILED REPLACE	407.50			6010		450200	427		101000
		Total for Vendor:	632.50								
119353		999999 BLAKE BIRRENKOT	300.00								
		Tree Planting Permit - 834 60th Ave W									
1		06/27/24 Tree - 834 60th Ave W	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
119266	-99086E	3552 BLUE CROSS BLUE	305,818.20								
		July 2024 Premium - Med/Dental/Vision									
1	0620024609	06/20/24 July 2024 Premium	305,818.20			1000		212539			101000
		Total for Vendor:	305,818.20								
118995	112969S	26 BORDER STATES INDUSTRIES INC	646.79								
1	928480902	06/05/24 FLUKE 376 FC	646.79			1000		430002	432		101000
		Total for Vendor:	646.79								
119340		3512 BOUND TREE MEDICAL, LLC	438.47								
1	85406025	07/05/24 FD Medical Supplies	438.47			2060		415200	500		101000
		Total for Vendor:	438.47								

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119012	112973S	652 BRENCO CORPORATION	98.00								
1	0149958	06/13/24 SRM 31 BATTERY	98.00			6010		450200	420		101000
119179		652 BRENCO CORPORATION	285.14								
1	0151181	07/03/24 HOSE REPAIR	43.60			6010		450200	433		101000
2	0151188	07/03/24 HIGH PRESSURE HOSE	241.54			6010		450200	433		101000
119218		652 BRENCO CORPORATION	76.00								
1	0151232	07/09/24 7035 RM 110	76.00			6025		450000	427		101000
		Total for Vendor:	459.14								
119181		3892 BURGGRAF'S ACE FARGO WEST #17458	83.98								
1	003467	05/30/24 MEASURING WHEEL	83.98			6020		450000	432		101000
119207		3892 BURGGRAF'S ACE FARGO WEST #17458	35.90								
1	3564	07/10/24 HARDWARE	35.90			6025		450000	826		101000
		Total for Vendor:	119.88								
119246		351 BUSINESS ESSENTIALS	86.98								
1	1299979-1	06/05/24 OFFICE SUPPLIES	41.99			6025		450000	410		101000
2	1302868-1	06/26/24 OFFICE SUPPLIES	44.99			6020		450000	410		101000
		Total for Vendor:	86.98								
119019	112975S	39 BUTLER MACHINERY	2,721.72								
1	W00271461	06/25/24 7709 PM2/FILTERS	2,721.72			4387		480000	427		101000
119130		39 BUTLER MACHINERY	433.29								
1	PS0641379	07/02/24 366 BLADE KIT	433.29			1000		430000	427		101000
119214		39 BUTLER MACHINERY	184.37								
1	PS0640752	06/21/24 SM62 FILTER	184.37			6025		450000	826		101000
119308		39 BUTLER MACHINERY	837.22								
1	W00272002	07/06/24 7709 STEERING CODE REPAIR	837.22			4387		480000	427		101000

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119315		39 BUTLER MACHINERY	1,609.94						
1	PS0641751	07/10/24 4005 ALTERNATOR/CORE	1,609.94			6010 450200	427		101000
		Total for Vendor:	5,786.54						
119251		4508 CARE RESOURCE CONNECTION	3,000.00						
1	2910	07/01/24 FD 07/01 thru 07/31 Period	3,000.00			2060 415200	307		101000
		Total for Vendor:	3,000.00						
119069		4505 CASEY SANDERS	83.00						
		Hiring Committee lunch for Senior Director position							
1		07/01/24 Reimb for business lunch	83.00			1000 414000	399		101000
		Total for Vendor:	83.00						
119285		51 CASS COUNTY ELECTRIC COOP	2,927.82						
		Wex building							
1	1190696	07 07/10/24 New City Hall (WEX Buildin	2,927.82			1000 415000	527		101000
119318		51 CASS COUNTY ELECTRIC COOP	42,042.62						
1	1168004	07/10/24 THE LIGHTS - CITY METER	634.31			2310 452120	527		101000
2	1163206	07/10/24 THE LIGHTS - STAGE/COURTYARD	1,602.58			2310 452120	527		101000
3	1156426	07/10/24 LIFT STATIONS	23,642.00			6025 450000	527		101000
4	1168003	07/10/24 THE LIGHTS - PARKING RAMP	1,117.73			2310 452120	527		101000
5	1156424	07/10/24 TRANSFER STATION	317.80			6010 450200	527		101000
6	1156424	07/10/24 ST LIGHT FEED POINTS	14,728.20			1000 430002	527		101000
119332		51 CASS COUNTY ELECTRIC COOP	2,225.89						
1	10902225	06/05/24 FD May Utilities St 75	1,232.82			2060 415200	527		101000
2	10902226	07/05/24 FD June Utilities St 75	993.07			2060 415200	527		101000
		Total for Vendor:	47,196.33						
119006	112976S	1355 CASS COUNTY GOVERNMENT	14,178.60						
1	010947	06/07/24 VECTOR CONTROL APR15-MAY31	14,178.60			2200 427500	395		101000

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119319		1355 CASS COUNTY GOVERNMENT	18,818.18						
1	139 07/05/24	VECTOR CONTROL JUNE 1-30	18,818.18			2200 427500	395		101000
		Total for Vendor:	32,996.78						
119343		1512 CDW GOVERNMENT, INC	386.90						
1	SG17113 07/10/24	Bluebeam Software	386.90			1000 414200	497		101000
		Total for Vendor:	386.90						
119226		2429 CERTIFIED LABORATORIES	1,235.95						
1	8743650 06/24/24	PREMALUBE - SA	617.98			6010 450200	433		101000
2	8743650 06/24/24	PREMALUBE - BG	617.97			1000 455000	433		101000
		Total for Vendor:	1,235.95						
119010	112981S	4868 CHELSEY MOSS	1,474.45						
		RUBICON CONFERENCE - NEW YORK, NY							
1	06/19/24	TRAVEL REIMBURSEMENT	1,474.45			6010 450200	340		101000
		Total for Vendor:	1,474.45						
119200		2880 CITY OF FARGO	673,027.95						
1	07/05/24 1	32ND AVE S	149,514.95			6020 450000	345		101000
2	07/05/24 1	MAIN AVE	192,022.85			6020 450000	345		101000
3	07/05/24 1	GSR	70,277.10			6020 450000	345		101000
4	07/05/24	5635 14TH AVE N	21.05			6020 450000	345		101000
5	07/05/24	2220 57TH ST N	261,192.00			6025 450000	347		101000
		Total for Vendor:	673,027.95						
119203		111 CITY OF FARGO	27,335.82						
1	462834 06/26/24	LANDFILL FEES	27,335.82			6010 450200	355		101000
		Total for Vendor:	27,335.82						
119022	112983S	3167 City of West Fargo	75.56						
1	JUNE 06/24/24	Airport Dumpster - 02066-00	75.56			7050 500000	420		101000
		Total for Vendor:	75.56						

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119088		1904 CODE 4 SERVICES, INC	343.86								
1	9703	06/29/24 #1211 repairs	343.86			1000		421000	427		101000
		Total for Vendor:	343.86								
119016	112987S	2482 CODY BEILKE	71.00								
1	06/27/24	travel reimb	71.00			1000		421000	340		101000
		Total for Vendor:	71.00								
119357		999999 CODY GUSTAFSON	190.00								
		Tree Planting Permit - 1017 Westport Pkwy									
1	07/11/24	Tree - 1017 Westport Pkwy	190.00			5000		422000	490		101000
		Total for Vendor:	190.00								
119322		133 COLE PAPERS	596.10								
1	10458911	07/10/24 PAPER PRODUCTS - PD	356.26			1000		455000	500		101000
2	10458912	07/10/24 PAPER PRODUCTS - PW	239.84			6020		450000	500		101000
		Total for Vendor:	596.10								
119348		999999 CONNIE HACKER	300.00								
		Tree Planting Permit - 1329 26th Ave W									
1	06/27/24	Tree - 1329 26th Ave W	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
119078		229 CONSOLIDATED COMMUNICATIONS	4,052.74								
1	July 2024	07/01/24 701-433-5400/0 Phones	433.09			1000		415000	356		101000
2	July 2024	07/01/24 701-150-1128/0 Phones	3,619.65			1000		415000	356		101000
119377		229 CONSOLIDATED COMMUNICATIONS	121.83								
1	9536/0	07/01/24 FD June Services	121.83			2060		415200	356		101000
		Total for Vendor:	4,174.57								
119142		3245 CORE & MAIN	71,280.58								
1	V161398	06/27/24 RUBBER METER GASKET	144.00			6020		450000	429		101000
2	V183786	07/02/24 SONOSCOPE	69.18			6020		450000	438		101000
3	V180971	07/02/24 GASKET/NUT KIT	117.40			6020		450000	429		101000
4	V196530	07/03/24 WATER METERS	23,500.00			6020		450000	429		101000

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5	U834235	07/02/24 WATER METERS	27,000.00			6020		450000	429		101000
6	U377471	07/01/24 WATER METERS	20,450.00			6020		450000	429		101000
119208		3245 CORE & MAIN	558.73								
1	V194158	07/10/24 HYDR OUT OF SERVICE MARKERS	65.00			6020		450000	432		101000
2	V205297	07/08/24 TAP SAD/BUSHING/BALL CORP	390.35			6020		450000	438		101000
3	V205595	07/09/24 SS INSERT PE/CPLG	103.38			6020		450000	438		101000
		Total for Vendor:	71,839.31								
119137		47 CORWIN CHRYSLER	320.32								
1	157913	07/02/24 1197 ROTOR/BRAKE	320.32			1000		421000	427		101000
		Total for Vendor:	320.32								
119327		2403 CRAIG DANIELSON	101.68								
1	07/12/24	clothing reimb	101.68			1000		421000	422		101000
		Total for Vendor:	101.68								
119334		5150 CREATIVE MINDS PRESCHOOL AND	399.00								
1	07/09/24	Child Care Grant	399.00			2960		411900	416		101000
		Total for Vendor:	399.00								
118963	112995S	4457 CWD CASH-WA DISTRIBUTING	234.24								
1	5541110	06/28/24 #12 ice cream	234.24			2529		421000	375	12	101000
		Total for Vendor:	234.24								
119144		5417 DAKOTA DIRT COFFEE COMPANY LLC	675.00								
1	18033	05/02/24 pr items chief's coffee	675.00			1000		421000	375		101000
		Total for Vendor:	675.00								
119001	112996S	1675 DAKOTA FLUID POWER, INC	160.36								
1	7217478	06/17/24 HARDWARE	160.36			6010		450200	427		101000
119132		1675 DAKOTA FLUID POWER, INC	36.94								
1	7221657	06/27/24 7708 SUCTION HOSE	36.94			4387		480000	427		101000

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119213		1675 DAKOTA FLUID POWER, INC	193.15								
1	7224535	07/08/24 295 SWVLS	87.96			6020		450000	427		101000
2	7225397	07/10/24 2024 CPLER/BUSHING	105.19			6020		450000	427		101000
		Total for Vendor:	390.45								
119039	112997S	79 DAKOTA HOSE & EQUIP	240.03								
1	3201938	06/11/24 HARDWARE	140.95			6020		450000	432		101000
2	3202765	06/25/24 HARDWARE	99.08			6020		450000	432		101000
119223		79 DAKOTA HOSE & EQUIP	41.94								
1	3203566	07/10/24 1 IN WINGFOOT 300 PSI	41.94			6025		450000	826		101000
		Total for Vendor:	281.97								
119102		856 DAVE'S WEST FARGO TIRE	401.47								
1	126788	07/08/24 #1193 tire mount	263.30			1000		421000	427		101000
2	166782	07/08/24 #1196 tire repair	64.75			1000		421000	427		101000
3	126757	07/03/24 #164 tire repair	36.71			1000		421000	427		101000
4	126807	07/08/24 #1215 tire repair	36.71			1000		421000	427		101000
119143		856 DAVE'S WEST FARGO TIRE	274.10								
1	126821	07/09/24 #1191 mounta tires	274.10			1000		421000	424		101000
119367		856 DAVE'S WEST FARGO TIRE	54.46								
1	943313	07/01/24 Tr. Van Oil Change	54.46			2060		415200	427		101000
		Total for Vendor:	730.03								
119288		2948 DELTA 54 AVIATION LLC	3,758.65								
1	July 07/11/24	Airport Management Fees	3,600.00			7050		500000	307		101000
2	July 07/11/24	Toro mower service supplies	158.65			7050		500000	426		101000
		Total for Vendor:	3,758.65								
119366		4027 DIVE RESCUE INTERNATIONAL	540.44								
1	196242	07/28/24 Repair Wet Suits	540.44			2060		415200	420		101000
		Total for Vendor:	540.44								

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119049	113001S	2100 EAGLE RUN CROSSING	821.30						
1	8569 06/08/24	407 DIESEL	85.40			6010 450200	424		101000
2	4831 06/19/24	3102 UNLEADED	98.12			1000 430000	424		101000
3	1921 06/18/24	4000 DIESEL	80.31			6010 450200	424		101000
4	2419 06/12/24	5419 DIESEL	26.80			1000 430001	424		101000
5	7325 06/27/24	349 DIESEL	45.53			1000 430001	424		101000
6	7221 06/26/24	3065 UNLEADED	50.44			1000 430001	424		101000
7	4457 06/26/24	3066 UNLEADED	25.38			1000 430001	424		101000
8	6921 06/25/24	3068 UNLEADED	57.08			1000 430001	424		101000
9	6758 06/25/24	3066 UNLEADED	18.93			1000 430001	424		101000
10	3775 06/24/24	3065 UNLEADED	42.65			1000 430001	424		101000
11	2263 06/19/24	5400 DIESEL	33.57			1000 430001	424		101000
12	2246 06/19/24	3066 UNLEADED	26.17			1000 430001	424		101000
13	2330 06/19/24	3065 UNLEADED	49.77			1000 430001	424		101000
14	2551 06/12/24	3065/3069 UNLEADED	42.37			1000 430001	424		101000
15	2830 06/13/24	RW UNLEADED	88.85			1000 430001	424		101000
16	9939 06/12/24	3065 UNLEADED	49.93			1000 430001	424		101000
119255		2100 EAGLE RUN CROSSING	371.93						
1	1375 07/10/24	3069 UNLEADED	69.45			1000 430001	424		101000
2	6197 07/01/24	384 DIESEL	53.75			1000 430001	424		101000
3	567 07/08/24	3065 UNLEADED	22.27			1000 430001	424		101000
4	653 07/08/24	3066 UNLEADED	39.24			1000 430001	424		101000
5	9370 07/03/24	3066 UNLEADED	50.39			1000 430001	424		101000
6	6907 07/03/24	3066 UNLEADED	60.29			1000 430001	424		101000
7	8658 07/09/24	3068 UNLEADED	40.00			1000 430001	424		101000
8	8960 07/10/24	5304 UNLEADED	36.54			1000 430001	424		101000
119310		2100 EAGLE RUN CROSSING	16.54						
1	1676 07/11/24	TORO DIESEL	16.54			1000 430001	424		101000
		Total for Vendor:	1,209.77						
119290		1502 EIDE BAILLY LLP	357.00						
3	EI01709954 06/28/24	PW Background Check	70.00			1000 450000	399		101000
4	EI01709954 06/28/24	PW Street Background Check	100.00			1000 430000	399		101000
5	EI01709954 06/28/24	FD Background Check	100.00			2060 415200	399		101000

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6	EI01709954	06/28/24 HR Background Check	70.00			1000	414103	399	101000
7	EI01709954	06/28/24 Technology Fee	17.00			1000	414103	399	101000
		Total for Vendor:	357.00						
119155		2998 ELLENSON CAULKING LLC	11,601.00						
1	Pay App 6	04/30/24 WF Fire Dept Project	11,601.00			4795	480000	670	101000
		Total for Vendor:	11,601.00						
119051	113003S	3547 EQUITABLE UNIT ANNUITY	2,000.00						
1	06/26/24	Deferred Comp June 2024	2,000.00			1000	212524		101000
		Total for Vendor:	2,000.00						
119103		2862 ESSENTIA HEALTH	513.00						
1	06/27/24	annual physical	410.00			1000	421000	996	101000
2	06/27/24	hep b	103.00			1000	421000	387	101000
119368		2862 ESSENTIA HEALTH	4,145.00						
		Annual Physicals and New Hire pre employment physicals							
1	2546.06.24	06/27/24 May and June Physicals	4,145.00			2060	415200	996	101000
		Total for Vendor:	4,658.00						
119043	113005S	1851 F/S MANUFACTURING	11.06						
1	158005	06/18/24 CAP/WASHER	11.06			1000	430001	427	101000
119129		1851 F/S MANUFACTURING	9.85						
1	158557	07/03/24 6300 HOSE SHANK	9.85			2210	428000	427	101000
119224		1851 F/S MANUFACTURING	37.19						
1	158555	07/03/24 6300 ADAPTER/SHANK	4.50			2210	428000	427	101000
2	158651	07/09/24 HARDWARE	32.69			1000	430000	433	101000
		Total for Vendor:	58.10						
119036	113006S	3344 FACTORY MOTOR PARTS	216.75						
1	371215013	06/25/24 1192 ROTORS/PADS	216.75			1000	421000	427	101000
		Total for Vendor:	216.75						

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119384		5189 FAITH CORP	5,133.53								
1	07/12/24	Child Care Grant	5,133.53			2960		411900	416		101000
		Total for Vendor:	5,133.53								
119122		660 FARGO FREIGHTLINER	131.99								
1	X101152971	07/01/24 415 STRUT/SPRING TILT ASST	131.99			6010		450200	427		101000
119221		660 FARGO FREIGHTLINER	54.99								
1	X101153402	07/08/24 411 GRAB HANDLE	54.99			6010		450200	427		101000
		Total for Vendor:	186.98								
119037	113009S	979 FARGO LINE-X	850.00								
1	29818	06/26/24 4202 LINEX	850.00			6010		450200	870		101000
119046	113009S	979 FARGO LINE-X	150.00								
1	29715	06/11/26 6018 FRONT FLAP	75.00			2210		428000	427		101000
2	5007	FRONT FLAP	75.00			1000		455000	427		101000
		Total for Vendor:	1,000.00								
119030	113011S	124 FASTENAL	5.30								
1	301115	06/21/24 M4X12 SHCS	5.30			6025		450000	825		101000
119191		124 FASTENAL	22.38								
1	301414	06/26/24 HARDWARE	14.28			6025		450000	825		101000
2	300899	06/18/24 HARDWARE	8.10			6025		450000	825		101000
		Total for Vendor:	27.68								
119100		151 FEDERAL EXPRESS	25.07								
1	854944126	07/03/24 pkg mailed	7.32			1000		421000	661		101000
2	854243639	06/26/24 pkg mailed	17.75			1000		421000	661		101000
119336		151 FEDERAL EXPRESS	7.32								
1	855596369	07/10/24 pkg mailed	7.32			1000		421000	661		101000
		Total for Vendor:	32.39								

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119192		329 FERGUSON WATERWORKS #2516	656.50						
1	SC27157	06/30/24 SERVICE CHARGE	9.85			6025 450000	825		101000
2	07/08/24	SVC REVERSE	-9.85			6025 450000	825		101000
3	0491338-1	05/29/24 MANHOLE LID TOOL	656.50			6025 450000	610		101000
		Total for Vendor:	656.50						
119337		1812 FIRESTONE	1,554.96						
1	223971	07/10/24 tires	1,554.96			1000 421000	427		101000
		Total for Vendor:	1,554.96						
119118		3347 FIRST INTERNATIONAL INSURANCE	3.00						
1	485883	07/09/24 shed insured	3.00			1000 421000	321		101000
119180		3347 FIRST INTERNATIONAL INSURANCE	1,566.00						
1	485195	07/03/24 NEW GARBAGE TRUCK INS	2,505.00			6010 450200	870		101000
2	483739	06/20/24 ACCT CREDIT	-939.00			6010 450200	870		101000
		Total for Vendor:	1,569.00						
119075		2499 FM CONVENTION & VISITORS BUREAU	28,101.97						
1	May 24	05/31/24 Lodging Tax 2%	28,101.97			2141 411500	533		101000
119076		2499 FM CONVENTION & VISITORS BUREAU	14,050.97						
2	May 24	05/31/24 Lodging Tax 1%	14,050.97			2141 411500	653		101000
		Total for Vendor:	42,152.94						
119065		104 FORUM COMMUNICATIONS	1,500.00						
1	00013149	02/29/24 West Fargo Focus	750.00			1000 414102	602		101000
2	00013677	03/31/24 West Fargo Focus	750.00			1000 414102	602		101000
119073		104 FORUM COMMUNICATIONS	346.56						
1	00013151	02/29/24 Project 2282	200.64			4026 480000	670		101000
2	00013152	02/29/24 Dist 1337.3	145.92			4086 480000	670		101000

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119164		104 FORUM COMMUNICATIONS	45.60						
1	13155	02/29/24 ASPHALT QUOTE ADVERTISEMENT	45.60			1000 430000	394		101000
119283		104 FORUM COMMUNICATIONS	1,385.00						
1	00037150	06/30/24 West Fargo Focus	575.00			1000 414102	602		101000
2	00037151	06/30/24 Banner Ad	810.00			2970 480000	653		101000
		Total for Vendor:	3,277.16						
119083		155 GALLS, LLC	618.86						
1	028354814	06/27/24 shirt t. johnson	89.40			1000 421000	422		101000
2	028353370	06/27/24 equip for stanton	25.62			1000 421000	422		101000
3	028367321	06/28/24 shirt for new cso steffens	85.23			1000 421000	422		101000
4	028338770	06/26/24 equip for mueller	94.50			1000 421000	422		101000
5	028327715	06/25/24 equip for sufficool	246.97			1000 421000	422		101000
6	028342641	06/26/24 shirt for new cso saye	77.14			1000 421000	422		101000
119099		155 GALLS, LLC	607.94						
1	028065664	05/29/24 new officer mickelson	85.67			1000 421000	422		101000
2	028398043	07/02/24 shirt for pearson	83.37			1000 421000	422		101000
3	028398044	07/02/24 shirts for pearson	207.48			1000 421000	422		101000
4	028408647	07/03/24 new cso wirtzfeld	154.28			1000 421000	422		101000
5	028408646	07/03/24 new cso saye	77.14			1000 421000	422		101000
119145		155 GALLS, LLC	4,647.21						
1	028407312	07/03/24 new officer mickelson	69.21			1000 421000	422		101000
2	028338771	06/26/24 bike patrol equip	378.00			1000 421000	641		101000
3	028357995	06/27/24 new officer vest voneschen	1,050.00			1000 421000	641		101000
4	028370949	06/28/24 new officer vest tulius	1,050.00			1000 421000	641		101000
5	028370936	06/28/24 new officer vest koropatnic	1,050.00			1000 421000	641		101000
6	028421631	07/06/24 new officer vest dixon	1,050.00			1000 421000	641		101000
119186		155 GALLS, LLC	231.00						
1	028435324	07/08/24 nametag for sufficool	16.00			1000 421000	422		101000
2	028435570	07/08/24 new officer carrier nystel	215.00			1000 421000	641		101000

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119304		155 GALLS, LLC	350.56						
1	028439628	07/09/24 pants for roll	192.16			1000 421000	422		101000
2	028442166	07/09/24 new cso steffens	158.40			1000 421000	422		101000
119330		155 GALLS, LLC	2,713.38						
1	028291985	06/20/24 500 WFFD Patches (\$3)	1,505.00			2060 415200	422		101000
2	028297088	06/21/24 A Puhr Polo	29.56			2060 415200	422		101000
3	028305889	06/22/24 D Anderson Jobshirt New Hir	119.72			2060 415200	422		101000
4	028306200	06/22/24 D Anderson Pants New Hire	178.40			2060 415200	422		101000
5	028305043	06/22/24 J Cariveau Polo & Jobshirt	133.26			2060 415200	422		101000
6	028314302	06/24/24 L Pettinger Polos New Hire	266.52			2060 415200	422		101000
7	028374553	06/29/24 C Hodgson Pants	85.00			2060 415200	422		101000
8	028369331	06/28/24 Hi Viz Jacket Name Blanks	14.99			2060 415200	422		101000
9	028339035	06/26/24 A Nienas Polo	66.63			2060 415200	422		101000
10	028325344	06/25/24 J Neeb Jobshirt	70.39			2060 415200	422		101000
11	028325344	06/25/24 Spare Jobshirts	243.91			2060 415200	422		101000
		Total for Vendor:	9,168.95						
119166		156 GENERAL EQUIP & SUPPLIES	348.96						
1	0285061-1	07/02/24 7710 HM 5 GAL/FILTER	348.96			4387 480000	427		101000
		Total for Vendor:	348.96						
119385		5291 GINGERBREAD HOUSE	330.00						
1	07/12/24	Child Care Grant	330.00			2960 411900	416		101000
		Total for Vendor:	330.00						
119101		4321 GO PROMO LLC	11,012.50						
1	42413	06/11/24 sro pr	5,000.00			1000 421000	375		101000
2	42411	06/11/24 proj #12 pr	6,012.50			1000 421000	375		101000
		Total for Vendor:	11,012.50						
119002	113019S	2558 GOODYEAR COMMERCIAL TIRE	807.23						
1	1301091297	06/20/24 415 TIRE REPAIR	253.77			6010 450200	427		101000
2	1301091296	06/20/24 4100 TIRE REPAIR	553.46			6010 450200	427		101000
		Total for Vendor:	807.23						

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119014 1	113020S 9164038276	556 GRAINGER, INC. 06/26/24 PIPE	297.03 297.03			6025		450000	826		101000
119165 1	9177550796	556 GRAINGER, INC. 07/10/24 BUBBLER REPAIR	15.85 15.85			6025		450000	826		101000
		Total for Vendor:	312.88								
119195 1	9337834268	939 GRAYBAR 06/26/24 FUSE	199.60 199.60			6025		450000	826		101000
		Total for Vendor:	199.60								
119275 1	1200633467	5096 HDR ENGINEERING INC. 07/09/24 Project 9040	936.25 936.25			4507		480000	313		101000
119286 1	1200635193	5096 HDR ENGINEERING INC. 07/09/24 Project 6060	6,821.59 6,821.59			4098		480000	313		101000
		Total for Vendor:	7,757.84								
119338 1	00128664	5420 HEBRON BRICK SUPPLY CO 07/10/24 Sheyenne Planters	2,851.50 2,851.50			2960		411900	416		101000
		Total for Vendor:	2,851.50								
119252 1	0930657	4026 HEIMAN INC 02/22/24 FD Standpipe Bag Kit	1,388.39 1,388.39			2060		415200	641		101000
		Total for Vendor:	1,388.39								
119086 1	119806 063501072400	3593 HOLIDAY COMPANIES 06/30/24 june 2024 carwash	10.00 10.00			1000		421000	420		101000
		Total for Vendor:	10.00								
119271 1	71654	3285 HOUSTON ENGINEERING INC. 07/08/24 Imp Dist 2265	27,907.00 27,907.00			4793		480000	313		101000
		Total for Vendor:	27,907.00								

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119196		358 HUBERT OYE-SONS CONST.	300.84								
1	1212082	07/02/24 HOT MIX ASPHALT	300.84			1000		430000	722		101000
		Total for Vendor:	300.84								
119264		687 INFORMATION TECHNOLOGY DEPT	672.80								
1	0620248493	06/30/24 June WAN/Fiber/VPN	672.80			1000		414104	497		101000
		Total for Vendor:	672.80								
119096		4592 INGRAM LIBRARY SERVICES	5,634.19								
1	82532172	06/27/24 BOOKS	12.73			7000		411600	662		101000
2	82532166	06/27/24 BOOKS	25.99			7000		411600	662		101000
3	82532167	06/27/24 BOOKS	24.97			7000		411600	662		101000
4	82532168	06/27/24 BOOKS	16.81			7000		411600	662		101000
5	82532169	06/27/24 BOOKS	37.77			7000		411600	662		101000
6	82532170	06/27/24 BOOKS	16.72			7000		411600	662		101000
7	82532171	06/27/24 BOOKS	93.35			7000		411600	662		101000
8	82589942	07/02/24 BOOKS	104.42			7000		411600	662		101000
9	82589943	07/02/24 BOOKS	26.77			7000		411600	662		101000
10	82589944	07/02/24 BOOKS	63.02			7000		411600	662		101000
11	82589945	07/02/24 BOOKS	35.87			7000		411600	662		101000
12	82589946	07/02/24 BOOKS	34.48			7000		411600	662		101000
13	82589947	07/02/24 BOOKS	13.66			7000		411600	662		101000
14	82589948	07/02/24 BOOKS	70.84			7000		411600	662		101000
15	82589949	07/02/24 BOOKS	115.68			7000		411600	662		101000
16	82609643	07/03/24 BOOKS	10.92			7000		411600	662		101000
17	82609644	07/03/24 BOOKS	13.72			7000		411600	662		101000
18	82609645	07/03/24 BOOKS	936.36			7000		411600	662		101000
19	82609646	07/03/24 BOOKS	2,824.25			7000		411600	662		101000
20	82614291	07/03/24 BOOKS	13.27			7000		411600	662		101000
21	82614292	07/03/24 BOOKS	12.70			7000		411600	662		101000
22	82614293	07/03/24 BOOKS	113.37			7000		411600	662		101000
23	82614294	07/03/24 BOOKS	937.24			7000		411600	662		101000
24	82624878	07/05/24 BOOKS	27.73			7000		411600	662		101000
25	82624879	07/05/24 BOOKS	13.73			7000		411600	662		101000
26	82624880	07/05/24 BOOKS	23.56			7000		411600	662		101000
27	82624881	07/05/24 BOOKS	14.26			7000		411600	662		101000
		Total for Vendor:	5,634.19								

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119229		3619 IXOM WATERCARE INC	3,999.00						
1	6835164	07/08/24 AIRPOWERED MIXER	3,999.00			6025 450000	825		101000
		Total for Vendor:	3,999.00						
119035	113032S	1765 J.J. KELLER & ASSOC, INC	25.00						
1	9109123437	06/01/24 CDL TRAINING	25.00			1000 450000	497		101000
		Total for Vendor:	25.00						
119358		999999 JACKIE FEIL	300.00						
		Tree Planting Permit - 5817 Deb Dr W							
1	07/11/24	Tree - 5817 Deb Dr W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
119350		999999 JANN FISCHER	300.00						
		Tree Planting Permit - 1041 Ashley Dr W							
1	06/27/24	Tree - 1041 Ashley Dr W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
119276		5137 JODI ROLLE	57.62						
1	06/30/24	Mileage 06/01/24-06/30/24	57.62			1000 414100	340		101000
		Total for Vendor:	57.62						
119339		2798 JOHNSON CONTROLS	6,023.09						
1	3593457907	07/12/24 CH - BLOWER MOTOR REPLACE	6,023.09			1000 455000	420		101000
		Total for Vendor:	6,023.09						
118778	113035S	2709 JOHNSON'S/VIGEN'S LAWN SERVICE	400.00						
1	413606	06/11/24 SA - STERILIZATION	300.00			6010 450200	420		101000
2	413592	06/11/24 17TH ST & MAIN - STERILIZATION	100.00			6010 450200	420		101000
119025	113035S	2709 JOHNSON'S/VIGEN'S LAWN SERVICE	85.00						
1	415356	06/27/24 abatement 246 20 st e	85.00			1000 415000	555		101000

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119108		2709 JOHNSON'S/VIGEN'S LAWN SERVICE	170.00								
1	415901	07/03/24 abatement 1006 3 1/2 ave e	170.00			1000		415000	555		101000
119148		2709 JOHNSON'S/VIGEN'S LAWN SERVICE	297.50								
1	416261	07/09/24 abatement 3756 houkom dr e	297.50			1000		415000	555		101000
119209		2709 JOHNSON'S/VIGEN'S LAWN SERVICE	765.00								
1	446465	07/11/24 abatement 2250 5th st w	765.00			1000		415000	555		101000
119329		2709 JOHNSON'S/VIGEN'S LAWN SERVICE	212.50								
1	416515	07/11/24 abatement 6022 martin ln w	212.50			1000		415000	555		101000
		Total for Vendor:	1,930.00								
119352		999999 JOSH ROTENBERGER	300.00								
		Tree Planting Permit - 1085 Wildflower Ln W									
1	06/27/24	Tree - 1085 Wildflower Ln W	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
119278		5396 JUSTFOIA INC	185.00								
1	PS18640	07/10/24 JustFOIA Pro Plus	185.00			1000		416200	497		101000
		Total for Vendor:	185.00								
119361		999999 JUSTICE KEEFAUVER	300.00								
		Tree Planting Permit - 6191 Martin Lane W									
1	07/11/24	Tree - 6191 Martin Lane W	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
118808	113037S	5405 K&D ELECTRIC LLC	1,019.00								
1	7127	06/21/24 WEX FIT-UP	829.00			2970		480000	653		101000
2	7063	05/24/24 WEX FIT-UP	190.00			2970		480000	653		101000
		Total for Vendor:	1,019.00								
119238		344 KARL'S AT THE NODAK CENTER	170.99								
1	343269887	07/10/24 J REMMEN BOOTS	170.99			6010		450200	422		101000
		Total for Vendor:	170.99								

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119079		5212 KASEYA US LLC Add another partial year subscription 06/17/2024-01/31/2025	292.23						
1	06/30/24	IT Glue subscription 2464550722680	292.23			1000 414104	497		101000
Total for Vendor:			292.23						
119369		999999 KELLY HART Tree Planting Permit - 4805 Lilac Drive	300.00						
1	07/11/24	Tree - 4805 Lilac Drive	300.00			5000 422000	490		101000
Total for Vendor:			300.00						
119345		999999 KELSEY MILLER Tree Planting Permit - 5469 11th St W	300.00						
1	06/27/24	Tree - 5469 11th St W	300.00			5000 422000	490		101000
Total for Vendor:			300.00						
119082		3173 KIESLER'S POLICE SUPPLY, INC.	40.00						
1	IN241764	06/26/24 rifle plate	40.00			1000 421000	987		101000
Total for Vendor:			40.00						
119059		999999 KIMBERLY KUTCH Interview candidate for Sr. Director of Admin Services Reimb for airline, hotel, and car rental	1,627.05						
1	07/02/24	Travel reimb	1,627.05			1000 414103	399		101000
Total for Vendor:			1,627.05						
119154	-99088E	4482 KOTAPAY 06/28/24 payroll	3,779.90						
1	06/28/24	Child Support	3,779.90			1000 212549			101000
119291	-99085E	4482 KOTAPAY 07/12/24 payroll	3,779.90						
1	07/12/24	Child Support	3,779.90			1000 212549			101000
Total for Vendor:			7,559.80						

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119109		2085 LANGUAGE LINE SERVICES	58.50								
1	11341996	06/30/24 june 2024 interpreter	58.50			1000		421000	304		101000
119159		2085 LANGUAGE LINE SERVICES	16.39								
1	11347352	06/30/24 June Interpretation Service	16.39			1000		412000	304		101000
		Total for Vendor:	74.89								
119349		999999 LAUREN MERTENS	300.00								
		Tree Planting Permit - 1288 Rachel Dr W									
1	06/27/24	Tree - 1288 Rachel Dr W	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
119111		2466 LEXIPOL	996.00								
1	11234380	04/11/24 reg for 4	996.00			1000		421000	340		101000
		Total for Vendor:	996.00								
119201		2570 LG EVERIST INC	3,641.42								
1	703679	07/08/24 CRUSHED GRANITE	3,641.42			1000		430000	394		101000
		Total for Vendor:	3,641.42								
119277		5418 LISA BREYER	50.92								
1	06/30/24	Mileage 06/01/24-06/30/24	50.92			1000		414100	340		101000
		Total for Vendor:	50.92								
119009	113047S	3603 LOGAN JACOBSON	196.00								
		RUBICON CONFERENCE - NEW YORK, NY									
1	06/20/24	TRAVEL REIMBURSEMENT	196.00			6010		450200	340		101000
		Total for Vendor:	196.00								
118996	113048S	711 LUTHER FAMILY FORD	509.14								
1	386548	06/27/24 1191 COVER	52.85			1000		421000	427		101000
2	385907	06/20/24 1176 CLIP	31.95			1000		421000	427		101000
3	385907-1	06/21/24 CLIP	34.62			1000		421000	427		101000
4	385076	06/10/24 SEAT BELT	180.30			1000		421000	427		101000
5	386363	06/25/24 1192 SHAFT	209.42			1000		421000	427		101000

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119138		711 LUTHER FAMILY FORD	117.42						
1	CM385907	07/08/24 1176 CLIP RET	-25.56			1000 421000	427		101000
2	CM385907-1	07/08/24 1176 CLIP RET	-27.69			1000 421000	427		101000
4	247276	07/01/24 5601 SOLENOID	56.18			6025 450000	427		101000
5	247282	07/01/24 5607 CANISTER	207.89			6025 450000	427		101000
6	CM385076*1	07/08/24 1204 SEAT BELT RET	-144.24			1000 421000	427		101000
7	386162	06/27/24 292 MIRRO	156.84			6020 450000	427		101000
8	556825	07/11/24 ACCT CREDIT	-106.00			1000 421000	427		101000
		Total for Vendor:	626.56						
119147		3304 MAC'S - FARGO	7.51						
1	H77894	06/27/24 HARDWARE	7.51			1000 430001	358		101000
		Total for Vendor:	7.51						
119341		3536 MACQUEEN EMERGENCY	13,410.54						
1	p11150	07/02/24 6' NY Hook-leatherhead	146.67			2060 415200	432		101000
2	32263	07/09/24 EV Fire Blanket-plugs ,ext pol	2,803.29			2060 415200	641		101000
3	32498	07/12/24 N Sahr Helmet Fronts	136.00			2060 415200	641		101000
4	32481	07/12/24 Elkhart Knob Handle replacemen	194.23			2060 415200	420		101000
5	11212	07/12/24 Handle Bracket-Gortite	100.47			2060 415200	420		101000
6	11115	06/19/24 Reserve ENG 71 hose	10,029.88			2060 415200	610		101000
		Total for Vendor:	13,410.54						
119056	113051S	3542 MAINSTAY FUNDS	750.00						
1		06/26/24 Mainstay June 2024	750.00			1000 212529			101000
		Total for Vendor:	750.00						
119127		5416 MARCO TECHNOLOGIES LLC	675.00						
1	INV1256313	05/30/24 RETURN FEE	675.00			7000 411600	661		101000
		COPIERS AND SCANNER TO LOEFFLER							
		Total for Vendor:	675.00						
119095		5349 MARCO TECHNOLOGIES, LLC	581.95						
1	36884143	06/27/24 SERVICE CONTRACT FOR PRINTER	581.95			7000 411600	428		101000
		Total for Vendor:	581.95						

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119344		3488 MARK HOUSH	124.62								
	NDBOA	Executive Board Meeting - 07/11/24 - Jamestown									
1	07/11/24	Travel reimb - 07/11/24	124.62			1000		418000	340		101000
		Total for Vendor:	124.62								
119032	113052S	3384 MATHESON TRI-GAS INC	532.60								
1	0029846285	06/14/24 MASTER LOCK PADLOCKS	532.60			6025		450000	825		101000
119197		3384 MATHESON TRI-GAS INC	172.52								
1	0029923012	06/28/24 DRILL BIT SET	172.52			1000		430000	432		101000
		Total for Vendor:	705.12								
119055	113053S	3630 MATRIX TRUST COMPANY	4,662.00								
1	06/26/24	Deferred Comp Pre-Tax June 24	3,340.00			1000		212547			101000
2	06/26/24	Deferred Comp Post-Tax June 24	1,322.00			1000		212548			101000
		Total for Vendor:	4,662.00								
119289		3119 MATT RETKA	50.00								
1	07/11/24	July WF Airport Secretary	50.00			7050		500000	120		101000
		Total for Vendor:	50.00								
119354		999999 MATTHEW MASON	300.00								
		Tree Planting Permit - 1312 27th Ave W									
1	07/11/24	Tree - 1312 27th Ave W	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
119373		299 MENARDS (FIRE)	133.93								
1	34114	06/27/24 Training Supplies-furring	53.64			2060		415200	340		101000
2	34529	07/03/24 Misc garden items,hole patch	80.29			2060		415200	500		101000
		Total for Vendor:	133.93								
119112		5206 MENARDS (POLICE)	67.92								
1	34532	07/03/04 acct 30360698 k9	67.92			1000		421000	915		101000

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119185		5206 MENARDS (POLICE)	229.99						
1	34992	07/10/24 #30360698 k9 fan	229.99			1000 421000	915		101000
		Total for Vendor:	297.91						
119044		4622 MENARDS (PUBLIC WORKS)	4.58						
1	34100	06/27/24 BATTERIES	4.58			2210 428000	427		101000
119146		4622 MENARDS (PUBLIC WORKS)	552.13						
1	34513	07/03/24 CORNER BRACE/SPRAYPAINT	56.75			2210 428000	358		101000
2	34455	07/02/24 LANDSCAPING SUPPLIES	153.05			2210 428000	358		101000
3	34459	07/02/24 HOOK & EYE	23.92			2210 428000	358		101000
4	34554	07/03/24 TOOLS	32.40			6020 450000	432		101000
5	34092	06/27/24 GLOVES	28.97			6025 450000	437		101000
6	34127	06/27/24 EAR PROTECTION/SURE GRIP	47.48			6025 450000	639		101000
7	34518	07/03/24 SILICONE	18.99			6025 450000	825		101000
8	34022	06/26/24 LUMBER	190.57			1000 430002	392		101000
119162		4622 MENARDS (PUBLIC WORKS)	9.94						
1	34824	07/08/24 DAWN	9.94			1000 430001	358		101000
119324		4622 MENARDS (PUBLIC WORKS)	29.94						
1	34033	06/26/24 SNIPS/LATHE PT	29.94			1000 455000	420		101000
		Total for Vendor:	596.59						
119248		2766 MIDCONTINENT COMMUNICATIONS	89.06						
1	20114124	07/01/24 PW INTERNET	89.06			1000 450000	497		101000
119260		2766 MIDCONTINENT COMMUNICATIONS	185.55						
1	06/27/24	FD 06/25/24 thru 07/24/24	185.55			2060 415200	497		101000
		Total for Vendor:	274.61						
119045		102 MIDSTATES WIRELESS	811.55						
1	205017215	06/07/24 3206 RADIO INSTALL	811.55			1000 430000	870		101000
		Total for Vendor:	811.55						

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119097		1854 MIDWEST TAPE	155.89								
1	505704188	07/02/24 DVD	39.76			7000		411600	664		101000
2	505704186	07/02/24 DVD	116.13			7000		411600	664		101000
		Total for Vendor:	155.89								
119309		772 MINNKOTA	62.22								
1	454014	06/30/24 June 2024 recycle	62.22			1000		421000	420		101000
		Total for Vendor:	62.22								
119066		305 MOORE ENGINEERING INC	5,000.00								
1	39122	06/26/24 Airport Pavement Rehab	5,000.00			7050		500000	653		101000
119071		305 MOORE ENGINEERING INC	3,540.99								
1	39176	06/27/24 Lot Staking	3,540.99			1000		418000	520		101000
119335		305 MOORE ENGINEERING INC	43,108.39								
1	39163	06/27/24 Imp Dist 1309.1	338.75			4387		480000	313		101000
2	39171	06/27/24 Project 9052	1,705.00			4136		480000	313		101000
3	39164	06/27/24 CWF Task Order #2	292.50			1000		414200	313		101000
4	39162	06/27/24 Imp Dist 1309	330.00			4387		480000	313		101000
5	39165	06/27/24 Imp Dist 1337	1,609.74			4086		480000	313		101000
6	39166	06/27/24 Imp Dist 1339	2,830.00			4088		480000	313		101000
7	39170	06/27/24 Project 1342	2,102.45			4002		480000	313		101000
8	39169	06/27/24 Imp Dist 1345	20,033.23			4009		480000	313		101000
9	39167	06/27/24 Project 1346	4,846.25			4024		480000	313		101000
10	39168	06/27/24 Imp Dist 1348	4,136.93			4444		480000	313		101000
11	39175	06/27/24 Project 1349	4,883.54			4445		480000	313		101000
		Total for Vendor:	51,649.38								
119372		999999 MOSES FREEMAN	190.00								
		Tree Planting Permit - 2511 7th Ct W									
1		07/11/24 Tree - 2511 7th Ct W	190.00			5000		422000	490		101000
		Total for Vendor:	190.00								

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119268		688 MOTOROLA SOLUTIONS, INC	2,672.96						
		NTP ND Sirn 2020 Contract Addition							
1	8281874596	04/20/24 4 remote speakers	1,995.84			2060 415200	641		101000
2	8281874596	04/20/24 4 TAA Chargers, single uni	677.12			2060 415200	641		101000
		Total for Vendor:	2,672.96						
118946	113061S	3040 MR MANHOLE	2,865.00						
1	0016558	06/13/24 KEYHOLE WEAR BLOCK	135.00			6025 450000	437		101000
2	4657	06/13/24 CUTTER BLADE ASSY	2,730.00			6025 450000	437		101000
		Total for Vendor:	2,865.00						
119149	-99093E	4663 MUTUAL OF OMAHA	2,889.76						
1	06/26/24	June Contributions	2,889.76			1000 212515			101000
		Total for Vendor:	2,889.76						
119190		298 MVTL LABORATORIES	3,074.00						
1	1259580	07/01/24 WATER TESTING	296.00			6025 450000	335		101000
2	1259695	07/02/24 WATER TESTING	1,259.00			6025 450000	335		101000
3	1259180	06/27/24 WATER TESTING	1,519.00			6025 450000	335		101000
		Total for Vendor:	3,074.00						
119060	113136S	5408 MYRON HUMMEL	70.00						
		Direct deposit returned by bank due to closed account							
1	07/03/24	Payroll 06.28.24	70.00			1000 430000	110		101000
		Total for Vendor:	70.00						
119249		728 NAPA CENTRAL	61.91						
1	411228	06/27/24 1197 DISC PAD	73.43			1000 421000	427		101000
2	6132024	06/13/24 ACCT CREDIT	-11.52			1000 455000	427		101000
		Total for Vendor:	61.91						
119235		2764 NAPWDA	50.00						
1	07/11/24	k9 application for ackerman	50.00			1000 421000	915		101000

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119307 1	07/12/24	2764 NAPWDA k9 application for nobles	50.00 50.00			1000 421000	915		101000
119346 1	07/12/24	2764 NAPWDA k9 application for m. oldham	50.00 50.00			1000 421000	915		101000
		Total for Vendor:	150.00						
119007 1	113064S 06/20/24	4520 NATHANAEL PRATT WATER EXPO - ANAHEIM, CA TRAVEL REIMBURSEMENT	481.79 481.79			6020 450000	340		101000
		Total for Vendor:	481.79						
119150 1	-99092E 06/26/24	3546 NATIONWIDE INVESTMENT ADVISORS June Post-Tax Contributions	9,619.00 3,080.00			1000 212551			101000
2	06/26/24	June Pre-Tax Contributions	6,539.00			1000 212550			101000
		Total for Vendor:	9,619.00						
119067 1	5081 ND 4161 07/01/24	DEPARTMENT OF ENVIRONMENTAL 2025 Tank Registration	150.00 150.00			7050 500000	420		101000
		Total for Vendor:	150.00						
119234 1	3428 ND WA -	DEPARTMENT OF ENVIRONMENTAL OPERATOR RENEWALS	1,025.00 375.00			6020 450000	340		101000
2	SW -	OPERATOR RENEWALS	325.00			6025 450000	340		101000
3	ST -	OPERATOR RENEWALS	175.00			1000 430000	340		101000
4	RW -	OPERATOR RENEWALS	100.00			1000 430001	340		101000
5	BG -	OPERATOR RENEWALS	50.00			1000 455000	340		101000
		Total for Vendor:	1,025.00						
119053 1	113065S 06/26/24	3541 ND FRATERNAL ORDER OF POLICE FOP Legal for June 2024	2,025.00 2,025.00			1000 212527			101000
		Total for Vendor:	2,025.00						

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119282		337 ND LEAGUE OF CITIES	21,690.00								
1	12503 06/24/24	City Dues	21,690.00			1000		415000	371		101000
		Total for Vendor:	21,690.00								
119294	-99083E	363 ND PERS	6,118.24								
	06/28/24 Payroll										
1	06/28/24	457b Def Comp - Contributions	6,118.24			1000		212532			101000
119295	-99079E	363 ND PERS	6,118.24								
	07/12/24 Payroll										
1	07/12/24	457b Def Comp - Contributions	6,118.24			1000		212532			101000
119296	-99082E	363 ND PERS	12.50								
	06/14/24 Payroll										
	Adj for Kayla Birkholz										
1	06/14/24	457b Def Comp - Contributions	12.50			1000		212532			101000
119297	-99081E	363 ND PERS	280,059.78								
1	06/30/24	June Payroll - Contributions	280,059.51			1000		212532			101000
2	06/30/24	Rounding	0.27			1000		414100	230		101000
119298	-99080E	363 ND PERS	400.00								
	June										
1	06/30/24	Freadrich service credit purch	400.00			1000		212532			101000
		Total for Vendor:	292,708.76								
119093		1771 ND SECRETARY OF STATE	108.00								
1	07/09/24	NOTARY FEE - CLAIRE KUHLMAN	36.00			7000		411600	667		101000
2	07/09/24	NOTARY FEE - KAYLA BIRKHOLZ	36.00			7000		411600	667		101000
3	07/09/24	NOTARY FEE - KIRSTEN HENAGIN	36.00			7000		411600	667		101000
		Total for Vendor:	108.00								
119105		334 ND STATE RADIO COMM.	2,400.00								
1	000552 07/01/24	2nd Q LETS	2,400.00			1000		421000	415		101000
		Total for Vendor:	2,400.00								

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119262		3946 NDFA	20.00						
1	2024062705	06/27/24 Ebeling FF1 & FF2 Retest	20.00			2060 415200	340		101000
		Total for Vendor:	20.00						
119024	113070S	756 NELCO FIRST AID	94.88						
1	014648	06/18/24 FIRST AID SUPPLIES - SA	43.48			6010 450200	639		101000
2	014649	06/18/24 FIRST AID SUPPLIES - PW	51.40			6020 450000	639		101000
		Total for Vendor:	94.88						
119092		1600 NELSON AUTO CENTER FLEET DEPT	52,273.00						
1	FR201	05/20/24 2024 FORD VAN	52,273.00			7000 411600	870		101000
		Total for Vendor:	52,273.00						
119126		364 NELSON INTERNATIONAL	476.16						
1	X102225948	06/27/24 4007 DRYER CARTRIDGE	176.22			6010 450200	427		101000
2	X102226603	07/09/24 4007 DRYER CARTRIDGE RET	-52.50			6010 450200	427		101000
3	X102226660	07/10/24 AIR DRYER CARTRIDGE	352.44			6010 450200	427		101000
		Total for Vendor:	476.16						
119287		271 NETCENTER TECHNOLOGIES	310.00						
1	196153	07/09/24 Wireless issues at FD	310.00			1000 414104	497		101000
		Total for Vendor:	310.00						
119062		2261 NETWORK CENTER INCORPORATED	6,942.00						
		Office 365 G1 - 150 licenses							
		Office 365 G3 - 221 licenses							
		MS Teams Rooms Pro - 7 licenses							
		Power BI Pro - 1 license							
		Office 365 G5 - 2 license							
1	INV215846	06/04/24 Microsoft 365 Subscriptions	170.60			1000 414000	497		101000
2	INV215846	06/04/24 Microsoft 365 Subscriptions	161.00			1000 414101	497		101000
3	INV215846	06/04/24 Microsoft 365 Subscriptions	115.00			1000 415000	497		101000
4	INV215846	06/04/24 Microsoft 365 Subscriptions	69.00			1000 416200	497		101000
5	INV215846	06/04/24 Microsoft 365 Subscriptions	124.60			1000 412000	497		101000
6	INV215846	06/04/24 Microsoft 365 Subscriptions	46.00			1000 414102	497		101000
7	INV215846	06/04/24 Microsoft 365 Subscriptions	253.00			1000 414200	497		101000

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8	INV215846	06/04/24 Microsoft 365 Subscriptions	235.80			1000		414100	497		101000
9	INV215846	06/04/24 Microsoft 365 Subscriptions	92.00			1000		414103	497		101000
10	INV215846	06/04/24 Microsoft 365 Subscriptions	176.40			1000		414104	497		101000
11	INV215846	06/04/24 Microsoft 365 Subscriptions	226.20			1000		418000	497		101000
12	INV215846	06/04/24 Microsoft 365 Subscriptions	2,187.20			1000		421000	497		101000
13	INV215846	06/04/24 Microsoft 365 Subscriptions	103.60			1000		430000	497		101000
14	INV215846	06/04/24 Microsoft 365 Subscriptions	51.80			1000		430001	497		101000
15	INV215846	06/04/24 Microsoft 365 Subscriptions	260.20			1000		450000	497		101000
16	INV215846	06/04/24 Microsoft 365 Subscriptions	220.60			1000		455000	497		101000
17	INV215846	06/04/24 Microsoft 365 Subscriptions	723.40			2060		415200	497		101000
18	INV215846	06/04/24 Microsoft 365 Subscriptions	42.20			2210		428000	497		101000
19	INV215846	06/04/24 Microsoft 365 Subscriptions	270.60			6010		450200	497		101000
20	INV215846	06/04/24 Microsoft 365 Subscriptions	189.80			6020		450000	497		101000
21	INV215846	06/04/24 Microsoft 365 Subscriptions	214.80			6025		450000	497		101000
22	INV215846	06/04/24 Microsoft 365 Subscriptions	489.00			7000		411600	497		101000
23	INV215846	06/04/24 Microsoft 365 Subscriptions	519.20			1000		415000	497		101000
119063 2261 NETWORK CENTER INCORPORATED			6,942.00								
Office 365 G1 - 150 licenses											
Office 365 G3 - 221 licenses											
MS Teams Rooms Pro - 7 licenses											
Power BI Pro - 1 license											
Office 365 G5 - 2 license											
1	INV217256	07/02/24 Microsoft 365 Subscriptions	170.60			1000		414000	497		101000
2	INV217256	07/02/24 Microsoft 365 Subscriptions	161.00			1000		414101	497		101000
3	INV217256	07/02/24 Microsoft 365 Subscriptions	115.00			1000		415000	497		101000
4	INV217256	07/02/24 Microsoft 365 Subscriptions	69.00			1000		416200	497		101000
5	INV217256	07/02/24 Microsoft 365 Subscriptions	124.60			1000		412000	497		101000
6	INV217256	07/02/24 Microsoft 365 Subscriptions	46.00			1000		414102	497		101000
7	INV217256	07/02/24 Microsoft 365 Subscriptions	253.00			1000		414200	497		101000
8	INV217256	07/02/24 Microsoft 365 Subscriptions	235.80			1000		414100	497		101000
9	INV217256	07/02/24 Microsoft 365 Subscriptions	92.00			1000		414103	497		101000
10	INV217256	07/02/24 Microsoft 365 Subscriptions	176.40			1000		414104	497		101000
11	INV217256	07/02/24 Microsoft 365 Subscriptions	226.20			1000		418000	497		101000
12	INV217256	07/02/24 Microsoft 365 Subscriptions	2,187.20			1000		421000	497		101000
13	INV217256	07/02/24 Microsoft 365 Subscriptions	103.60			1000		430000	497		101000
14	INV217256	07/02/24 Microsoft 365 Subscriptions	51.80			1000		430001	497		101000

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15	INV217256	07/02/24 Microsoft 365 Subscriptions	260.20			1000 450000	497		101000
16	INV217256	07/02/24 Microsoft 365 Subscriptions	220.60			1000 455000	497		101000
17	INV217256	07/02/24 Microsoft 365 Subscriptions	723.40			2060 415200	497		101000
18	INV217256	07/02/24 Microsoft 365 Subscriptions	42.20			2210 428000	497		101000
19	INV217256	07/02/24 Microsoft 365 Subscriptions	270.60			6010 450200	497		101000
20	INV217256	07/02/24 Microsoft 365 Subscriptions	189.80			6020 450000	497		101000
21	INV217256	07/02/24 Microsoft 365 Subscriptions	214.80			6025 450000	497		101000
22	INV217256	07/02/24 Microsoft 365 Subscriptions	489.00			7000 411600	497		101000
23	INV217256	07/02/24 Microsoft 365 Subscriptions	519.20			1000 415000	497		101000
		Total for Vendor:	13,884.00						
119057	113072S	3543 NEW YORK LIFE INSURANCE &	7,020.00						
1	06/26/24	Deferred Comp EE June 2024	7,020.00			1000 212531			101000
		Total for Vendor:	7,020.00						
119136		5240 NORTHERN ENGINE & SUPPLY	220.74						
1	257391 06/28/24	2200 HOSE/FITTING	220.74			6020 450000	427		101000
		Total for Vendor:	220.74						
119041	113073S	1403 NORTHERN TOOL	115.44						
1	5460014102 06/26/24	5007 E TRACK RAIL	115.44			1000 455000	870		101000
119193		1403 NORTHERN TOOL	360.98						
1	184249804 07/02/24	FUEL PUMP	360.98			6025 450000	825		101000
		Total for Vendor:	476.42						
119189		141 NORTHSTAR SAFETY, INC	634.87						
1	36369 07/01/24	RAIN JACKET	27.43			6010 450200	422		101000
2	36356 06/27/24	HARNESS/RESPIRATOR	607.44			6025 450000	639		101000
		Total for Vendor:	634.87						
119314		1350 NORTHWEST SCALE, INC	7,517.00						
1	14814 07/01/24	TRUCK SCALE REPAIR	7,917.00			6010 450200	420		101000
2	14814	TRUCK SCALE - DED INITIAL INVO	-400.00			6010 450200	420		101000
		Total for Vendor:	7,517.00						

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119125		4892 NORTHWEST TIRE INC.	149.20						
1	26048588	06/28/24 8016 INSTALL	149.20			1000 415000	427		101000
119222		4892 NORTHWEST TIRE INC.	861.16						
1	26048841	07/10/24 368 TIRES	861.16			4387 480000	427		101000
		Total for Vendor:	1,010.36						
119110		4761 NTOA - NATIONAL TACTICAL	50.00						
1	07/08/24	membership anderson	50.00			1000 421000	667		101000
		Total for Vendor:	50.00						
119333		5166 NURTURING DREAMS CHILD CARE LLC	2,993.56						
1	07/10/24	Child Care Grant	2,993.56			2960 411900	416		101000
		Total for Vendor:	2,993.56						
119364		1774 O'REILLY AUTOMOTIVE STORES, INC	8.18						
1	1932 34987	07/09/24 FD Mini Bulbs	8.18			2060 415200	500		101000
		Total for Vendor:	8.18						
118997	113079S	4744 O'REILLY AUTOMOTIVE STORES, INC	470.33						
1	1932342580	06/18/24 ANTIFREEZE - GENERATOR	107.94			6010 450200	427		101000
2	1932345443	06/26/24 225 BATTERY/FUSE	362.39			6020 450000	427		101000
119134		4744 O'REILLY AUTOMOTIVE STORES, INC	793.81						
1	1932348660	07/05/24 4005 BATTERY	316.90			6010 450200	427		101000
2	1932347644	07/02/24 164 BRAKE ROTOR/PADS	129.99			1000 421000	427		101000
3	1932349702	07/09/24 1194 BRAKE ROTOR/PADS	129.99			1000 421000	427		101000
4	1932347156	07/01/24 3035 MIRROR	4.49			1000 430000	427		101000
5	1932347188	07/01/24 7800 FUEL FILTER	68.03			4387 480000	427		101000
6	1932347280	07/01/24 5601 RET	-297.04			4387 480000	427		101000
7	1932347035	07/01/24 5601 PURGE SOL	27.21			6025 450000	427		101000
8	1932346350	06/28/24 8501 WINDOW REG	49.00			1000 415000	427		101000
9	1932350128	07/10/24 3068 FUSE HOLDER	6.78			1000 430000	427		101000
10	1932349853	07/09/24 4005 BATTERY	358.46			6010 450200	427		101000

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119243		4744 O'REILLY AUTOMOTIVE STORES, INC	66.42						
1	1932350459	07/11/24 7010 RELAY	11.54			6025 450000	427		101000
2	1932350006	07/10/24 368 COOLANT HOSE	54.88			4387 480000	427		101000
		Total for Vendor:	1,330.56						
119094		3416 OCLC, INC.	2,668.57						
1	1000387390	07/01/24 CATALOGING	2,668.57			7000 411600	901		101000
		Total for Vendor:	2,668.57						
119312		352 OK TIRE STORE - COM CTR	3,190.00						
1	05357081	07/11/24 4504 CASMO SPROCKET	3,190.00			6010 450200	427		101000
		Total for Vendor:	3,190.00						
119204		3255 OLSEN CHAIN & CABLE, INC	2,020.99						
1	716265	07/01/24 TIEDOWN CHAINS	2,020.99			6020 450000	870		101000
		Total for Vendor:	2,020.99						
119141		399 OLYMPIC SALES	723.23						
1	14818	07/01/24 415 HOOKLIFT TARP	498.00			6010 450200	427		101000
2	14827	07/02/24 4101 GRIPPER FINGER	225.23			6010 450200	427		101000
119217		399 OLYMPIC SALES	271.11						
1	14833	07/08/24 4006 TURNBUCKLE ASSY	271.11			6010 450200	427		101000
		Total for Vendor:	994.34						
119274		631 ONE CALL CONCEPTS, INC	1,153.50						
1	4064290	06/30/24 June Locates	1,153.50			6020 450000	412		101000
		Total for Vendor:	1,153.50						
119328		276 OSTROMS ACE HARDWARE	119.98						
1	227026	07/12/24 acct #44818 comfort dog food	119.98			1000 421000	915		101000
		Total for Vendor:	119.98						

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119068		5119 OSTROMS ACE HARDWARE (PW)	37.98						
1	226719	06/03/24 Surge protectors for IT	37.98			1000 414104	497		101000
119206		5119 OSTROMS ACE HARDWARE (PW)	33.35						
1	226968	07/02/24 NEATSFOOT	6.99			6025 450000	433		101000
2	227001	07/10/24 HOSE BARB MENDER	26.36			6025 450000	826		101000
119321		5119 OSTROMS ACE HARDWARE (PW)	11.89						
1	227007	07/10/24 WEX FIT-UP	11.89			2970 480000	653		101000
		Total for Vendor:	83.22						
119220		3277 OUT FRONT POWER EQUIPMENT	93.00						
1	5227	07/08/24 SPINDLE SPACER	93.00			1000 430001	427		101000
		Total for Vendor:	93.00						
119351		999999 PENNY TOMANEK	300.00						
		Tree Planting Permit - 515 38th Ave E							
1		06/27/24 Tree - 515 38th Ave E	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
119050	113087S	3548 PERSHING	300.00						
1		06/26/24 Alerus - June 2024	300.00			1000 212525			101000
		Total for Vendor:	300.00						
118999	113088S	563 PETRO SERVE USA	128.94						
1	97443	06/27/24 CENEX 15W20	128.94			4387 480000	424		101000
119040	113088S	563 PETRO SERVE USA	3,422.67						
1	1506	06/25/24 LIFT #70 BULK DIESEL	664.11			6025 450000	424		101000
2	1507	06/25/24 SM24 BULK DIESEL	773.20			6025 450000	424		101000
3	1522	06/27/24 LAGOON BULK DIESEL	1,985.36			4387 480000	424		101000
119117		563 PETRO SERVE USA	1,850.03						
1	0967995	06/30/24 FD June Fuel Usage	1,850.03			2060 415200	424		101000

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119199		563 PETRO SERVE USA	99.00								
1	97436	06/25/24 HANDPUMP	99.00			1000		430001	358		101000
119254		563 PETRO SERVE USA	2,103.84								
1	338	07/02/24 BULK FUEL	629.80			4387		480000	424		101000
2	338	07/02/24 BULK FUEL	1,474.04			1000		455000	424		101000
119263		563 PETRO SERVE USA	35.25								
1	0967933	06 06/30/24 WF Airport Fuel	35.25			7050		500000	420		101000
119306		563 PETRO SERVE USA	411.58								
1	338	07/02/24 GENERATOR FUEL	411.58			6010		450200	424		101000
119311		563 PETRO SERVE USA	1,042.32								
1	338	07/02/24 GENERATOR FUEL	1,042.32			6025		450000	424		101000
119331		563 PETRO SERVE USA	41,728.48								
1	June 2024	06/30/24 Police	13,345.96			1000		421000	424		101000
2	June 2024	06/30/24 Public Works	1,300.98			1000		450000	424		101000
3	June 2024	06/30/24 Sanitation	12,137.23			6010		450200	424		101000
4	June 2024	06/30/24 Street	6,040.20			1000		430000	424		101000
5	June 2024	06/30/24 Sewer	2,735.63			6025		450000	424		101000
6	June 2024	06/30/24 Water	2,085.93			6020		450000	424		101000
7	June 2024	06/30/24 City Hall	1,374.67			1000		415000	420		101000
8	June 2024	06/30/24 Fleet & Facilities	569.73			1000		455000	424		101000
9	June 2024	06/30/24 Storm Sewer / Lagoon	1,240.91			4387		480000	424		101000
10	June 2024	06/30/24 Forestry	897.24			1000		430000	424		101000
Total for Vendor:			50,822.11								
119047	113089S	4034 PETRO SERVE USA #63	1,928.51								
1	13	06/27/24 7702 DIESEL	967.01			4387		480000	424		101000
2	9009	06/25/24 7301 DIESEL	142.07			6025		450000	424		101000
3	7186	06/21/24 7026 DIESEL	74.36			6025		450000	424		101000
4	8245	06/24/24 7048 DIESEL	220.99			6025		450000	424		101000
5	4945	06/13/24 7041 DIESEL	66.17			6025		450000	424		101000
6	3951	06/13/24 7041 DIESEL	57.41			6025		450000	424		101000

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7	9021	06/25/24 4102 DIESEL	125.01			6010 450200	424		101000
8	6323	06/17/24 4006 DIESEL	96.26			6010 450200	424		101000
9	3923	06/13/24 411 DIESEL	67.41			6010 450200	424		101000
10	4929	06/13/24 5004 87 OXY	50.81			1000 430000	424		101000
11	9185	06/26/24 5700 87 OXY	61.01			1000 430000	424		101000
119250		4034 PETRO SERVE USA #63	5,772.37						
1	5000	07/10/24 7031 DIESEL	69.62			6025 450000	424		101000
2	5385	07/11/24 7048 DIESEL	173.89			6025 450000	424		101000
3	7125	06/21/24 415 DIESEL	80.00			6010 450200	424		101000
4	2819	07/08/24 7702 DIESEL	953.32			4387 480000	424		101000
5	1317	07/02/24 7002 PREMIUM	9.98			6025 450000	424		101000
6	4389	07/11/24 3206 DIESEL	164.25			6025 450000	424		101000
7	3927	07/10/24 4102 DIESEL	148.81			6010 450200	424		101000
8	9862	06/27/24 7001 DIESEL	173.31			6025 450000	424		101000
9	1483	06/21/24 BULK FUEL	2,775.50			4387 480000	424		101000
10	6978	06/21/24 FUEL TRAILER	507.74			4387 480000	424		101000
11	4208	06/11/24 7702 DIESEL	682.63			4387 480000	424		101000
12	17	06/05/24 LPLBS	33.32			1000 430000	424		101000
		Total for Vendor:	7,700.88						
119380		1987 PETSMART	69.99						
1	July 24	07/08/24 Mika K9 Food	69.99			2060 415200	915		101000
		Total for Vendor:	69.99						
119087		1310 PETTYS CONSULTING, LLC	294.00						
1	07/01/24	july 2024 user fee	294.00			1000 421000	497		101000
119267		1310 PETTYS CONSULTING, LLC	156.00						
1	1957	07/01/24 FD July HeroScheduler	156.00			2060 415200	497		101000
		Total for Vendor:	450.00						
119245		360 PIONEER RIM/WHEEL	136.21						
1	02CY0477	07/03/24 2100 BRAKE CONTROL	136.21			6020 450000	427		101000
		Total for Vendor:	136.21						

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119237		1483 PITNEY BOWES RESERVE ACCOUNT	1,500.00								
1	07/11/24	POSTAGE	1,500.00			7000		411600	661		101000
		Total for Vendor:	1,500.00								
119003		916 PRAIRIE SUPPLY INC	203.00								
1	113091S 0619479 06/20/24	SMOOTH ROD 20'	203.00			1000		430000	722		101000
		Total for Vendor:	203.00								
119202		1755 PRO SWEEP INC	18,000.00								
1	23436 06/25/24	CITY STREET SWEEPING - JUNE	18,000.00			1000		430000	485		101000
		Total for Vendor:	18,000.00								
119326		3261 PROJECT LIFESAVER INTERNATIONAL	1,850.05								
1	S240023778 07/12/24	supplies	1,850.05			2510		421000	375		101000
		Total for Vendor:	1,850.05								
119265		4988 PS GARAGE DOORS	683.00								
1	67302 06/27/24	St 76 Bay Doors Maintenance	683.00			2060		415200	494		101000
		Total for Vendor:	683.00								
119074		5410 QUALLEY AND ASSOCIATES	4,642.10								
	Enterprise Grant										
1	07/02/24	Materials & labor for remodel	4,642.10			2960		411900	654		101000
		Total for Vendor:	4,642.10								
119085		885 RADISSON HOTEL BISMARCK	399.20								
1	119806 06/26/24	haskell lodging	199.60			1000		421000	340		101000
2	119807 06/26/24	coffield lodging	199.60			1000		421000	340		101000
		Total for Vendor:	399.20								
119284		1472 RAILROAD MANAGEMENT CO III, LLC	1,895.70								
1	507017 06/26/24	License Fees - Cust# 502763	379.14			6020		450000	490		101000
2	507016 06/26/24	License Fees - Cust# 502763	379.14			6020		450000	490		101000
3	507018 06/26/24	License Fees - Cust# 502763	379.14			6020		450000	490		101000
4	507019 06/26/24	License Fees - Cust# 502763	379.14			6020		450000	490		101000
5	507020 06/26/24	License Fees - Cust# 502763	379.14			6020		450000	490		101000
		Total for Vendor:	1,895.70								

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119015	113094S	1829 RANDY BURKHARTSMEIER	85.00						
1	06/27/24	travel reimb	85.00			1000 421000	340		101000
		Total for Vendor:	85.00						
118901	113095S	2982 RDO EQUIPMENT CO	3,570.98						
1	P8320454	06/26/24 2024 BUSHINGS	570.76			1000 430000	427		101000
2	P8229054	06/19/24 3057 BEARING/FLANGE KIT - RE	-264.79			1000 430000	427		101000
3	P8320354	06/26/24 2024 HYD CYL/PINS	3,192.78			1000 430000	427		101000
4	P8210454	06/18/24 3057 BEARKINGS/KIT	935.66			1000 430000	427		101000
5	P8248254	06/20/24 3057 SEAL	4.98			1000 430000	427		101000
6		ACCT CREDIT	-868.41			1000 430000	427		101000
119135		2982 RDO EQUIPMENT CO	365.33						
1	P8402454	07/02/24 2024 PIN FASTENER	365.33			1000 430000	427		101000
119212		2982 RDO EQUIPMENT CO	317.74						
1	P8479954	07/10/24 295 HATCHOIL	317.74			4387 480000	427		101000
		Total for Vendor:	4,254.05						
119281		3204 RECORD KEEPERS	47.50						
1	A268658	06/30/24 City Hall Shred Bins	47.50			1000 415000	420		101000
		Total for Vendor:	47.50						
119054	113097S	1464 RED RIVER VALLEY FOP LODGE #1	825.00						
1	06/26/24	FOP Dues June 2024	825.00			1000 212526			101000
		Total for Vendor:	825.00						
118950	113098S	1016 RED WING BUSINESS ADVANTAGE	220.99						
1	7371161163	06/04/24 M DIMMER BOOTS	229.49			6010 450200	422		101000
2	7371157220	03/29/24 BOOT EXCHANGE CREDIT	-8.50			1000 430001	422		101000
119210		1016 RED WING BUSINESS ADVANTAGE	144.49						
1	710109059	07/10/24 C COSTELLO BOOTS	144.49			6020 450000	422		101000
		Total for Vendor:	365.48						

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119017	113099S	1182 REFRIGERATION HEATING INC	211.59						
1	1372600	06/24/24 WIND CAPS	211.59			6025 450000	826		101000
		Total for Vendor:	211.59						
119081		5250 RENEWED AUTO DETAILING	350.00						
1	000008	07/02/24 #164 detailed veh	350.00			1000 421000	427		101000
		Total for Vendor:	350.00						
119048	113100S	3522 RJ'S TESORO	216.68						
1	1502	06/13/24 3069 UNLEADED	49.92			1000 430001	424		101000
2	3367	06/18/24 4102 DIESEL	166.76			6010 450200	424		101000
119128		3522 RJ'S TESORO	1,264.38						
1	WFFD	07/01/24 FD June Fuel Usage	1,264.38			2060 415200	424		101000
		Total for Vendor:	1,481.06						
119359		999999 RUTHANN RENNER	300.00						
		Tree Planting Permit - 2822 12th St W							
1		07/11/24 Tree - 2822 12th St W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
119371		999999 RYAN SUCH	300.00						
		Tree Planting Permit - 2718 Rivers Bend Dr E							
1		07/11/24 Tree - 2718 Rivers Bend Dr E	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
119257		140 SANFORD AMBULANCE	1,925.00						
1	44280	07/10/24 FD K Miller ALS Skills	125.00			2060 415200	340		101000
2	44254	07/02/24 M Obryant,A Theis, D Underhill	1,800.00			2060 415200	340		101000
		Total for Vendor:	1,925.00						
119021	113104S	454 SANITATION PRODUCTS	6,399.31						
1	89518	06/18/24 7000 HEAT EXCHANGER	6,399.31			6025 450000	427		101000
		Total for Vendor:	6,399.31						

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119376		5135 SARAH GASEVIC	726.00						
		HR Conference - Chicago - 06/21/24-06/26/24							
1	07/07/24	Travel Reimbursement	726.00			1000 414103	340		101000
		Total for Vendor:	726.00						
119198		3994 SHEYENNE GARDENS	30.50						
1	541258 06/27/24	FLOWERS	30.50			1000 430001	358		101000
		Total for Vendor:	30.50						
119084		2885 SHORTPRINTER	336.05						
1	150670 06/26/24	pd envelopes	336.05			1000 421000	668		101000
119106		2885 SHORTPRINTER	62.60						
1	150797 07/01/24	notary stamp davidson	62.60			1000 421000	667		101000
		Total for Vendor:	398.65						
119013	113110S	3642 SIGN PRO	125.00						
1	86737 06/27/24	graphics #164	125.00			1000 421000	610		101000
		Total for Vendor:	125.00						
119163		91 SIGN SOLUTIONS USA	63.67						
1	412565 07/09/24	SIGNS	63.67			1000 430000	487		101000
119167		91 SIGN SOLUTIONS USA	4,032.55						
1	412520 07/03/24	SIGNS	874.14			1000 430000	487		101000
2	412411 06/27/24	SIGNS	268.20			1000 430000	487		101000
3	412410 06/27/24	SIGNS	215.42			1000 430000	487		101000
4	412522 07/03/24	BARRICADES - ST	891.60			1000 430000	639		101000
5	412522 07/03/24	BARRICADES - SW	891.60			6025 450000	639		101000
6	412522 07/03/24	BARRICADES - WA	891.59			6020 450000	639		101000
119227		91 SIGN SOLUTIONS USA	2,547.18						
1	412543 07/09/24	SIGNS	2,547.18			1000 430000	487		101000
		Total for Vendor:	6,643.40						

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119029	113113S	3528 SNACKS PLUS VENDING	164.00								
1	5940599116	06/12/24 COFFEE	164.00			6020		450000	500		101000
		Total for Vendor:	164.00								
119161		5227 SOLBERG STEWART MILLER	577.50								
1	9846-000M1	07/02/24 Professional Services	577.50			1000		412000	309		101000
		Total for Vendor:	577.50								
119018	113115S	3516 STEIN'S INC	3,120.17								
1	939818	06/19/24 WEX FIT-UP	3,120.17			2970		480000	653		101000
		Total for Vendor:	3,120.17								
119258		274 STEVE MOTTINGER	5,250.00								
July											
1	07/01/24	Court Appointed Attorney	5,250.00			1000		412000	310		101000
		Total for Vendor:	5,250.00								
118924	113116S	38 STRATA CORPORATION	1,169.08								
1	727259	06/19/24 CONCRETE	584.56			4095		480000	670		101000
2		CONCRETE	389.68			6020		450000	438		101000
3		CONCRETE	194.84			6025		450000	437		101000
119169		38 STRATA CORPORATION	3,682.24								
1	728801	06/27/24 PROJ 6061	857.72			4095		480000	670		101000
2	726258	06/12/24 PROJ 6061	932.72			4095		480000	670		101000
3	728464	06/26/24 PROJ 2287	1,891.80			4099		480000	670		101000
119273		38 STRATA CORPORATION	7,075.23								
1	Pay App 5	07/01/24 Project 2270	7,075.23			4006		480000	670		101000
		Total for Vendor:	11,926.55								
119365		31 STURDEVANT'S AUTO PARTS	719.40								
1	99284454	07/08/24 FD 40 Bags Floor Dry- \$11.99	479.60			2060		415200	420		101000
2	99284456	07/08/24 FD 20 Bage Floor Dry-\$11.99	239.80			2060		415200	420		101000
		Total for Vendor:	719.40								

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119174		176 SUMMIT FIRE PROTECTION	446.00						
1	192031278	03/01/24 40TH AVE SHOP - FIRE ALARM	446.00			6020 450000	420		101000
119320		176 SUMMIT FIRE PROTECTION	363.00						
1	192035082	07/11/24 CH FIRE INSPECTION	363.00			1000 455000	420		101000
		Total for Vendor:	809.00						
118794	113118S	733 SWANSTON EQUIPMENT CORP.	1,930.14						
1	P02789	06/13/24 350C MOWER BELT	33.93			1000 430000	427		101000
2	P02773	06/13/24 5402 FRONT LATCH KIT	49.03			1000 430001	427		101000
3	P02901	06/17/24 350C MOWER SPINDLE	402.14			1000 430000	427		101000
4	P03105	06/24/24 TURF TIRES	1,445.04			1000 430001	427		101000
119000	113118S	733 SWANSTON EQUIPMENT CORP.	602.99						
1	P03141	06/26/24 3035 FRONT WINDOW	602.99			1000 430000	427		101000
119133		733 SWANSTON EQUIPMENT CORP.	370.45						
1	P03484	07/09/24 3035 TIE ROD	194.78			1000 430000	427		101000
2	P03415	07/03/24 3035 BALL JOINTS	175.67			1000 430000	427		101000
119215		733 SWANSTON EQUIPMENT CORP.	148.96						
1	P03539	07/10/24 7010 DOOR LATCH	148.96			6025 450000	427		101000
		Total for Vendor:	3,052.54						
119362		999999 TAYLOR VAN DYKE	300.00						
		Tree Planting Permit - 1145 Highland Ln W							
1		07/11/24 Tree - 1145 Highland Ln W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
119107		1907 THE SHOOTING PARK OF HORACE	400.00						
1		06/20/24 range rental 6-20-24	400.00			1000 421000	340		101000
		Total for Vendor:	400.00						

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119355		999999 TIM RUDE	300.00								
		Tree Planting Permit - 3749 Houkom Dr E									
1	07/11/24	Tree - 3749 Houkom Dr E	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
119356		999999 TIMOTHY SINER	300.00								
		Tree Planting Permit - 1014 51st Ave W									
1	07/11/24	Tree - 1014 51st Ave W	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
119026	113120S	3483 TITAN MACHINERY	1,643.19								
1	19573107	06/10/24 366 FRICTN CLTCH	1,643.19			1000		430000	427		101000
119038	113120S	3483 TITAN MACHINERY	136.00								
1	19575207	06/25/24 366 CROSS KIT	136.00			1000		430000	427		101000
		Total for Vendor:	1,779.19								
119020	113121S	3352 TITAN MACHINERY-FARGO CASE	1,493.69								
1	19529799	06/03/24 275 COUPLER MOUNT KIT	1,493.69			6020		450000	427		101000
119123		3352 TITAN MACHINERY-FARGO CASE	655.00								
1	19587444	07/02/24 4401 GLASS, FRONT RIGHT	335.00			6010		450200	427		101000
2	19594356	07/09/24 4401 GLASS, FRONT	320.00			6010		450200	427		101000
		Total for Vendor:	2,148.69								
119188		1234 TOOL WAREHOUSE INC	144.37								
1	0279452	06/28/24 CHIPPING HAMMER SERVICE	87.95			6025		450000	427		101000
2	0276450	06/28/24 HARDWARE	21.22			6025		450000	437		101000
3	0279451	06/28/24 CHISEL/PUNCH	35.20			6025		450000	432		101000
		Total for Vendor:	144.37								
119008	113123S	5165 TORY HUBBARD	413.00								
		WATER EXPO - ANAHEIM, CA									
1	06/20/24	TRAVEL REIMBURSEMENT	413.00			6020		450000	340		101000
		Total for Vendor:	413.00								

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119034	113124S	1285 TRAFFIC CONTROL CORPORATION	188.00								
1	151719	06/20/24 CAMPBELL WIAAPS	188.00			1000		430002	487		101000
119175		1285 TRAFFIC CONTROL CORPORATION	552.00								
1	151957	07/01/24 LED 12 IN BALL	552.00			1000		430002	487		101000
		Total for Vendor:	740.00								
119375		5248 TRI-TECH FORENSICS, INC	483.94								
1	966555	02/08/24 GSW TrueClot Task Trainer	483.94			2060		415200	641		101000
		Total for Vendor:	483.94								
119160		2951 TYLER TECHNOLOGIES, INC	538.39								
1	020-153276	06/30/24 OTC & Portal	538.39			1000		412000	740		101000
		Total for Vendor:	538.39								
119033	113125S	2136 ULINE INC	222.93								
1	179049976	06/05/24 SHOP TOWELS/GLOVES	222.93			6025		450000	433		101000
		Total for Vendor:	222.93								
119058	113127S	1562 UNITED WAY OF CASS-CLAY	47.00								
1	06/26/24	June Contributions	47.00			1000		212536			101000
		Total for Vendor:	47.00								
119151	-99091E	4665 UNUM	11,016.61								
1	06/26/24	June Employee Contributions	6,031.58			1000		212514			101000
2	06/26/24	June Employer Contributions	4,985.03			1000		212514			101000
		Total for Vendor:	11,016.61								
119194		3833 VALLEY GREEN	3,086.69								
1	248526	06/11/24 WEED CONTROL - CH	595.00			1000		455000	420		101000
2	247750	06/27/24 FERTILIZER/WEEDING - CH	111.69			1000		455000	420		101000
3	07/03/24	CONTRACTED MOWING - SHEYENNE	2,380.00			1000		430001	381		101000
		Total for Vendor:	3,086.69								

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119279		2478 VALLI	7,806.74						
1	95534	06/30/24 Postage - June	7,806.74			6020 450000	360		101000
119280		2478 VALLI	1,531.50						
1	95538	06/30/24 Lockbox and ACH - June	1,531.50			6020 450000	360		101000
		Total for Vendor:	9,338.24						
119302		3668 VERIZON WIRELESS	169.19						
1	9967971814	06/02/24 June 2024 river sensors	169.19			6020 450000	356		101000
		Total for Vendor:	169.19						
119171	E	3212 VISA ADMINISTRATION	2,945.30						
		Jul statement for Jun transactions							
1	CC-1471	06/03/24 USPS	1.10			1000 202200			101000
		change of address		CC Accounting: 1000-		-415000-661			
		USPS							
2	CC-1471	06/13/24 DreamSeats	419.22			2970 202200			101000
		logo mats for new City Hall		CC Accounting: 2970-		-480000-653			
		DREAMSEATS LLC							
3	CC-1471	06/17/24 Costco	49.98			1000 202200			101000
		cakes for outgoing Commissioners event		CC Accounting: 1000-		-415000-413			
		COSTCO WHOLESALE #1119							
4	CC-1471	06/20/24 Two Men and a Truck	1,501.50			2970 202200			101000
		file cabinet moving expense		CC Accounting: 2970-		-480000-653			
		MISC CLAIM VENDOR							
5	CC-1471	06/19/24 The Olive Ann Hotel	106.42			1000 202200			101000
		Hotel for Mayor Dardis in Grand Forks		CC Accounting: 1000-		-415000-340			
		MISC CLAIM VENDOR							
6	CC-1471	06/20/24 FMWF Chamber	40.00			1000 202200			101000
		chamber even registration-L. McGillivray and A Nelson		CC Accounting: 1000-		-418000-340			
		FARGO MHD WEST FARGO CHAMBER OF COMMERCE							
7	CC-1471	06/21/24 FMWF Chamber	40.00			1000 202200			101000
		chamber registration for Mayor Dardis		CC Accounting: 1000-		-415000-340			
		FARGO MHD WEST FARGO CHAMBER OF COMMERCE							
8	CC-1471	06/21/24 FMWF Chamber	40.00			1000 202200			101000
		chamber registration for Dustin Scott		CC Accounting: 1000-		-414000-340			
		FARGO MHD WEST FARGO CHAMBER OF COMMERCE							

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9	CC-1471	06/21/24 FMWF Chamber chamber registration for Rachel Lordemann FARGO MHD WEST FARGO CHAMBER OF COMMERCE	40.00	CC Accounting: 1000-		1000 202200 -416200-340			101000
10	CC-1471	06/30/24 The Element hotel for Senior director candidate interview ELEMENT FARGO	707.08	CC Accounting: 1000-		1000 202200 -414103-399			101000
Total for Vendor:			2,945.30						
119091	E	2437 VISA ASSESSING Jul statement for Jun transactions	863.15						
1	CC-1463	05/30/24 Amazon coat hooks & remote holder AMAZON CAPITAL SERVICES	52.38	CC Accounting: 2970-		2970 202200 -480000-653			101000
2	CC-1463	05/30/24 Amazon electrical cover plate AMAZON CAPITAL SERVICES	1.99	CC Accounting: 2970-		2970 202200 -480000-653			101000
3	CC-1463	06/03/24 Amazon power strip AMAZON CAPITAL SERVICES	9.99	CC Accounting: 2970-		2970 202200 -480000-653			101000
4	CC-1463	06/04/24 Amazon screws AMAZON CAPITAL SERVICES	46.36	CC Accounting: 2970-		2970 202200 -480000-653			101000
5	CC-1463	06/04/24 Amazon remote holder AMAZON CAPITAL SERVICES	8.12	CC Accounting: 2970-		2970 202200 -480000-653			101000
6	CC-1463	06/07/24 Amazon printer table AMAZON CAPITAL SERVICES	89.99	CC Accounting: 2970-		2970 202200 -480000-653			101000
7	CC-1463	06/07/24 Amazon power strips AMAZON CAPITAL SERVICES	89.97	CC Accounting: 2970-		2970 202200 -480000-653			101000
8	CC-1463	06/07/24 Amazon mailing table AMAZON CAPITAL SERVICES	49.91	CC Accounting: 2970-		2970 202200 -480000-653			101000
9	CC-1463	06/12/24 Menards conference room items MENARDS (PUBLIC WORKS)	63.69	CC Accounting: 2970-		2970 202200 -480000-653			101000

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10	CC-1463	06/13/24 Menards wood filler & accessories MENARDS (PUBLIC WORKS)	13.77			2970 202200 -480000-653			101000
11	CC-1463	06/14/24 Office Depot boxes OFFICE DEPOT 6107 FARGO ND	91.96			2970 202200 -480000-653			101000
12	CC-1463	06/17/24 Amazon date stamp AMAZON CAPITAL SERVICES	12.49			1000 202200 -414101-410			101000
13	CC-1463	06/17/24 Amazon break room misc. AMAZON CAPITAL SERVICES	344.85			2970 202200 -480000-653			101000
14	CC-1463	06/19/24 Amazon printer stand AMAZON CAPITAL SERVICES	89.99			2970 202200 -480000-653			101000
15	CC-1463	06/27/24 Amazon circular mirror AMAZON CAPITAL SERVICES	53.96			2970 202200 -480000-653			101000
16	CC-1463	07/01/24 Amazon Speakers AMAZON CAPITAL SERVICES	28.71			1000 202200 -414101-410			101000
17	CC-1463	06/20/24 Amazon credit return of ice machine AMAZON CAPITAL SERVICES	-92.49			2970 202200 -480000-653			101000
18	CC-1463	06/20/24 Amazon credit return of ice machine AMAZON CAPITAL SERVICES	-92.49			2970 202200 -480000-653			101000
Total for Vendor:			863.15						
119124	E	3706 VISA COMMUNICATIONS Jul statement for Jun transactions	1,659.31						
1	CC-1468	06/03/24 Backdrop.com photo backdrop MISC CLAIM VENDOR	89.98			1000 202200 -416200-602			101000
2	CC-1468	06/04/24 Amazon photo studio equipment AMAZON CAPITAL SERVICES	178.42			1000 202200 -416200-602			101000

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3	CC-1468 06/11/24	Facebook new address ads MISC CLAIM VENDOR	50.00	CC Accounting: 2970-		2970 202200 -480000-653			101000
4	CC-1468 06/13/24	Shopdaddy Studio logo coasters MISC CLAIM VENDOR	110.00	CC Accounting: 1000-		1000 202200 -416200-602			101000
5	CC-1468 06/14/24	Office Max/Office Depot Printing-Simmons retirement book OFFICE DEPOT OFFICEMAX	30.96	CC Accounting: 1000-		1000 202200 -416200-668			101000
6	CC-1468 06/18/24	Plaza Azteca new employee on boarding lunch MISC CLAIM VENDOR	89.42	CC Accounting: 1000-		1000 202200 -416200-340			101000
7	CC-1468 06/19/24	Facebook new address ads MISC CLAIM VENDOR	50.00	CC Accounting: 2970-		2970 202200 -480000-653			101000
8	CC-1468 06/19/24	Amazon keyboard and pen organizer AMAZON CAPITAL SERVICES	53.86	CC Accounting: 1000-		1000 202200 -416200-410			101000
9	CC-1468 06/20/24	Office Max/Office Depot new commissioner binders OFFICE DEPOT OFFICEMAX	74.88	CC Accounting: 1000-		1000 202200 -416200-668			101000
10	CC-1468 06/23/24	Unicode QR software annual payment MISC CLAIM VENDOR	588.00	CC Accounting: 1000-		1000 202200 -416200-497			101000
11	CC-1468 06/24/24	Apple.com cloud storage APPLE.COM	0.99	CC Accounting: 1000-		1000 202200 -416200-497			101000
12	CC-1468 06/25/24	Piggy BBQ New Commissioner onboarding dinner MISC CLAIM VENDOR	263.37	CC Accounting: 1000-		1000 202200 -416200-340			101000
13	CC-1468 06/29/24	Facebook new address ads MISC CLAIM VENDOR	75.00	CC Accounting: 2970-		2970 202200 -480000-653			101000
14	CC-1468 06/30/24	Facebook new address ads MISC CLAIM VENDOR	4.43	CC Accounting: 2970-		2970 202200 -480000-653			101000
Total for Vendor:			1,659.31						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
119168	E	3693 VISA ENGINEERING	1,201.00						
		Jul statement for Jun transactions							
1	CC-1469	06/01/24 Holiday Station Stores	25.00			1000 202200			101000
		car washes		CC Accounting: 1000-		-414200-420			
		HOLIDAY COMPANIES							
2	CC-1469	06/18/24 Prairie Supply	58.00			1000 202200			101000
		grade rod for manholes		CC Accounting: 1000-		-414200-432			
		PRAIRIE SUPPLY INC							
3	CC-1469	06/29/24 APWA PWX Conference	1,118.00			1000 202200			101000
		conference for Kyle Mc Camy		CC Accounting: 1000-		-414200-340			
		AMERICAN PUBLIC WORKS ASSOCIATION							
		Total for Vendor:	1,201.00						
119386	E	3569 VISA FIRE DEPT 1	836.55						
1	CC-1483	06/07/24 D FULLER-CHIEFS CONFERENCE	612.45			2060 202200			101000
		MARRIOTT FORT COLLINS		CC Accounting: 2060-		-415200-340			
2	CC-1483	06/18/24 Metro chiefs Luncheon	29.81			2060 202200			101000
		SPARTAN STORES LLC		CC Accounting: 2060-		-415200-375			
3	CC-1483	06/28/24 Cargill Fire-Pizza for Staff	194.29			2060 202200			101000
		CASEY'S GENERAL STORE #3356		CC Accounting: 2060-		-415200-378			
		Total for Vendor:	836.55						
119387	E	3568 VISA FIRE DEPT 2	4,743.66						
1	CC-1484	06/07/24 Black Pens, Rubberbands	44.47			2060 202200			101000
		OFFICE DEPOT OFFICEMAX		CC Accounting: 2060-		-415200-410			
2	CC-1484	06/07/24 Push Cart for Angie	99.99			2060 202200			101000
		OFFICE DEPOT OFFICEMAX		CC Accounting: 2060-		-415200-420			
3	CC-1484	06/05/24 K Miller IAFC	887.15			2060 202200			101000
		HILTON HOTELS & RESORTS		CC Accounting: 2060-		-415200-340			
4	CC-1484	06/05/24 B Gaugler IAFC	887.15			2060 202200			101000
		HILTON HOTELS & RESORTS		CC Accounting: 2060-		-415200-340			
5	CC-1484	06/05/24 J Johnson IAFC	887.15			2060 202200			101000
		HILTON HOTELS & RESORTS		CC Accounting: 2060-		-415200-340			
6	CC-1484	06/14/24 Dividers for Code books	86.88			2060 202200			101000
		OFFICE DEPOT OFFICEMAX		CC Accounting: 2060-		-415200-410			
7	CC-1484	06/14/24 Clipboards	36.00			2060 202200			101000
		OFFICE DEPOT OFFICEMAX		CC Accounting: 2060-		-415200-410			

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8	CC-1484 06/14/24	A Puhr Desk	507.99			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-641			
9	CC-1484 06/20/24	Dividers for Code books	101.88			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-410			
10	CC-1484 06/20/24	Pocket spiral notebooks	17.99			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-410			
11	CC-1484 06/13/24	Return Push Cart for Angie	-99.99			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-410			
12	CC-1484 06/25/24	Sq 76 Car Seat Covers	297.00			2060 202200			101000
	IRON VALLEY EQUIPMENT			CC Accounting: 2060-		-415200-420			
13	CC-1484 06/27/24	D Sapp -training	990.00			2060 202200			101000
	PIERCE MFG			CC Accounting: 2060-		-415200-340			
Total for Vendor:			4,743.66						
119388	E 4351 VISA FIRE DEPT 3		8,445.82						
	June transactions for July statement								
1	CC-1485 06/05/24	Ring Cutter and Blade	125.40			2060 202200			101000
	STULLER TOOLS SUPPLIES			CC Accounting: 2060-		-415200-432			
2	CC-1485 06/05/24	Ring Cutter Blade	49.24			2060 202200			101000
	STULLER TOOLS SUPPLIES			CC Accounting: 2060-		-415200-432			
3	CC-1485 06/05/24	20 Passport Name Tags	39.25			2060 202200			101000
	IMS ALLIANCE			CC Accounting: 2060-		-415200-420			
4	CC-1485 06/10/24	Tools for PAT course	89.95			2060 202200			101000
	HARBOR FREIGHT TOOLS			CC Accounting: 2060-		-415200-340			
5	CC-1485 06/11/24	2024 Pub Ed Supplies	1,428.75			2060 202200			101000
	ALERT-ALL CORP			CC Accounting: 2060-		-415200-375			
6	CC-1485 06/17/24	T Clark Airfare IAFC	802.96			2060 202200			101000
	DELTA AIR			CC Accounting: 2060-		-415200-340			
7	CC-1485 06/17/24	K Frost Airfare IAFC	802.96			2060 202200			101000
	DELTA AIR			CC Accounting: 2060-		-415200-340			
8	CC-1485 06/17/24	D Sprecher Airfare IAFC	802.96			2060 202200			101000
	DELTA AIR			CC Accounting: 2060-		-415200-340			
9	CC-1485 06/17/24	IAFC Conference Lodging	4,199.40			2060 202200			101000
	COURTYARD BY MARRIOTT			CC Accounting: 2060-		-415200-340			
10	CC-1485 06/21/24	Academy Graduation Cake	104.95			2060 202200			101000
	HORNBAACHERS			CC Accounting: 2060-		-415200-375			
Total for Vendor:			8,445.82						

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119098	E	4335 VISA HUMAN RESOURCES	2,600.29						
		Jul statement for Jun transactions							
1	CC-1464	06/03/24 Screen Cloud	109.51			1000 202200			101000
		subscription 6/3/24 thru 11/16/24		CC Accounting: 1000-		-416200-602			
		MISC CLAIM VENDOR							
2	CC-1464	06/15/24 Sam's Club	16.10			1000 202200			101000
		3M strips		CC Accounting: 1000-		-414103-410			
		SAM'S CLUB							
3	CC-1464	06/14/24 Target	24.66			1000 202200			101000
		extension cord		CC Accounting: 1000-		-414103-640			
		TARGET							
4	CC-1464	06/14/24 Amazon	31.93			1000 202200			101000
		cord containers		CC Accounting: 1000-		-414103-640			
		AMAZON CAPITAL SERVICES							
5	CC-1464	06/17/24 The Forum	2.00			1000 202200			101000
		6 month subscription		CC Accounting: 1000-		-414103-667			
		FORUM COMMUNICATIONS							
6	CC-1464	06/17/24 Amazon	25.10			1000 202200			101000
		desk organizer		CC Accounting: 1000-		-414103-640			
		AMAZON CAPITAL SERVICES							
7	CC-1464	06/19/24 Amazon	258.79			1000 202200			101000
		compliance boards		CC Accounting: 1000-		-414103-639			
		AMAZON CAPITAL SERVICES							
8	CC-1464	06/20/24 Amazon	5.86			1000 202200			101000
		screen protector for work phone		CC Accounting: 1000-		-414103-497			
		AMAZON CAPITAL SERVICES							
9	CC-1464	06/20/24 Amazon	30.17			1000 202200			101000
		door signs for wellness room		CC Accounting: 1000-		-414103-410			
		AMAZON CAPITAL SERVICES							
10	CC-1464	06/21/24 American Airlines	35.00			1000 202200			101000
		baggage fee		CC Accounting: 1000-		-414103-340			
		AMERICAN AIRLINES							
11	CC-1464	06/20/24 Jimmy Johns	66.05			1000 202200			101000
		working lunch		CC Accounting: 1000-		-414103-378			
		JIMMY JOHN'S - JJ3292							
12	CC-1464	06/23/24 Amazon	31.46			1000 202200			101000
		Nathan's mouse		CC Accounting: 1000-		-414103-497			
		AMAZON CAPITAL SERVICES							

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13	CC-1464 06/23/24	SHRM	165.85			1000 202200			101000
		books		CC Accounting: 1000-		-414103-340			
14	CC-1464 06/25/24	Scotaround	76.69			1000 202200			101000
		scooter for conference		CC Accounting: 1000-		-414103-340			
15	CC-1464 06/26/24	Marriott	1,676.48			1000 202200			101000
		conference lodging (SHRM conf)		CC Accounting: 1000-		-414103-340			
16	CC-1464 06/27/24	Walmart	3.64			1000 202200			101000
		24 pack		CC Accounting: 1000-		-414103-410			
		WALMART							
17	CC-1464 06/29/24	Piggy BBQ	41.00			1000 202200			101000
		Candidate lunch		CC Accounting: 1000-		-414103-399			
		MISC CLAIM VENDOR							
Total for Vendor:			2,600.29						
119182	E	2439 VISA IT	1,241.39						
		Jul statement for Jun transactions							
1	CC-1474 06/05/24	Amazon	20.89			1000 202200			101000
		Samsung S21 glass protector 3 pk		CC Accounting: 1000-		-414104-497			
2	CC-1474 06/08/24	Amazon	116.98			1000 202200			101000
		printer table		CC Accounting: 1000-		-414104-641			
		AMAZON CAPITAL SERVICES							
3	CC-1474 06/07/24	Amazon	25.30			1000 202200			101000
		tape measurer		CC Accounting: 1000-		-414104-641			
		AMAZON CAPITAL SERVICES							
4	CC-1474 06/17/24	Family Fare	8.58			1000 202200			101000
		water for WEX interviews		CC Accounting: 1000-		-414104-410			
		FAMILY FARE							
5	CC-1474 06/18/24	Drunken Noodle	94.23			1000 202200			101000
		new team member lunch		CC Accounting: 1000-		-414104-399			
		MISC CLAIM VENDOR							
6	CC-1474 06/18/24	Amazon	47.11			1000 202200			101000
		screen cleaning supplies		CC Accounting: 1000-		-414104-497			
		AMAZON CAPITAL SERVICES							

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
7	CC-1474 06/20/24	Amazon headset, keyboard, mouse pad, mouse network cables AMAZON CAPITAL SERVICES	662.61	CC Accounting: 1000-	1000- -414104-497	202200			101000
8	CC-1474 06/25/24	Amazon PC Cleaning wipes, PC speakers AMAZON CAPITAL SERVICES	65.71	CC Accounting: 1000-	1000- -414104-497	202200			101000
9	CC-1474 06/27/24	Go Daddy SSL Certificate renewal-domain 2 year MISC CLAIM VENDOR	199.98	CC Accounting: 1000-	1000- -414104-497	202200			101000
Total for Vendor:			1,241.39						
119187	E	5092 VISA IT 2 Jul statement for Jun transactions	3,531.98						
1	CC-1478 06/05/24	Office Depot document scanner for Emily OFFICE DEPOT OFFICEMAX	249.99	CC Accounting: 1000-	1000- -414000-497	202200			101000
2	CC-1478 06/07/24	FS.com network cables MISC CLAIM VENDOR	288.50	CC Accounting: 2970-	2970- -480000-653	202200			101000
3	CC-1478 06/07/24	Home Depot dollys for IT HOME DEPOT	388.00	CC Accounting: 1000-	1000- -414104-410	202200			101000
4	CC-1478 06/10/24	Menards cat 6 cables & HDMI cables MENARDS (FIRE)	81.45	CC Accounting: 2970-	2970- -480000-653	202200			101000
5	CC-1478 06/12/24	CodeTwo email signature subscription MISC CLAIM VENDOR	2,192.45	CC Accounting: 1000-	1000- -414104-497	202200			101000
6	CC-1478 06/12/24	Code Two international fee MISC CLAIM VENDOR	21.92	CC Accounting: 1000-	1000- -414104-497	202200			101000
7	CC-1478 06/19/24	Halo New IT staff license HALO SERVICE SOLUTIONS LTD	267.00	CC Accounting: 1000-	1000- -414104-497	202200			101000
8	CC-1478 06/19/24	Halo intrenational fee HALO SERVICE SOLUTIONS LTD	2.67	CC Accounting: 1000-	1000- -414104-497	202200			101000

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Claim/ Line #	Check Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9	CC-1478	07/01/24 Zoom	40.00			1000 202200			101000
		monthly cloud storage		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
		Total for Vendor:	3,531.98						
119113	E	3161 VISA LIBRARY #1	359.92						
1	CC-1465	06/06/24 PROGRAM SUPPLIES	207.16			7000 202200			101000
		AMAZON		CC Accounting: 7000-		-411600-649			
2	CC-1465	06/06/24 PROGRAM SUPPLIES	22.56			7000 202200			101000
		AMAZON		CC Accounting: 7000-		-411600-649			
3	CC-1465	06/17/24 PRIDE IN THE PARK	81.88			7000 202200			101000
		EVENTBRITE		CC Accounting: 7000-		-411600-649			
4	CC-1465	06/26/24 CREATIVE CLOUD	29.99			7000 202200			101000
		ADOBE		CC Accounting: 7000-		-411600-497			
5	CC-1465	06/30/24 ADVERTISING	18.33			7000 202200			101000
		FACEBOOK		CC Accounting: 7000-		-411600-689			
		Total for Vendor:	359.92						
119114	E	3162 VISA LIBRARY #2	627.99						
1	CC-1466	05/11/24 PROGRAM SUPPLIES	49.98			7000 202200			101000
		AMAZON		CC Accounting: 7000-		-411600-649			
2	CC-1466	05/15/24 MEMBERSHIP RENEWAL	23.20			7000 202200			101000
		STYLEBOOK		CC Accounting: 7000-		-411600-497			
3	CC-1466	05/17/24 PROGRAM SUPPLIES	148.77			7000 202200			101000
		MICHAELS		CC Accounting: 7000-		-411600-649			
4	CC-1466	05/30/24 CREDIT POSTAL METER RENT	-61.60			7000 202200			101000
		PITNEY BOWES		CC Accounting: 7000-		-411600-644			
5	CC-1466	05/30/24 CREDIT POSTAL METER RENT	-243.09			7000 202200			101000
		PITNEY BOWES		CC Accounting: 7000-		-411600-644			
6	CC-1466	06/03/24 WATER MACHINES	100.00			7000 202200			101000
		PURE WATER		CC Accounting: 7000-		-411600-410			
7	CC-1466	06/06/24 MEMBERSHIP RENEWAL	60.00			7000 202200			101000
		NDLA		CC Accounting: 7000-		-411600-667			
8	CC-1466	06/12/24 FOAM BOARD SIGN	82.42			7000 202200			101000
		UPRINTING		CC Accounting: 7000-		-411600-668			
9	CC-1466	06/12/24 PROGRAM SUPPLIES	118.37			7000 202200			101000
		WALMART		CC Accounting: 7000-		-411600-649			

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10	CC-1466	06/14/24 SHIPPING SUPPLIES	26.09			7000 202200			101000
AMAZON				CC Accounting: 7000-		-411600-661			
11	CC-1466	06/14/24 OFFICE SUPPLIES	223.85			7000 202200			101000
AMAZON				CC Accounting: 7000-		-411600-410			
12	CC-1466	06/14/24 WATER MACHINES	100.00			7000 202200			101000
PURE WATER				CC Accounting: 7000-		-411600-410			
Total for Vendor:			627.99						
119115	E	4576 VISA LIBRARY #3	180.77						
1	CC-1467	06/26/24 LIGHT FOR POPCORN MACHINE	18.99			7000 202200			101000
AMAZON				CC Accounting: 7000-		-411600-410			
2	CC-1467	06/26/24 EARBUDS FOR SERVICE DESK	35.95			7000 202200			101000
AMAZON				CC Accounting: 7000-		-411600-410			
3	CC-1467	06/26/24 PROGRAM SUPPLIES	125.83			7000 202200			101000
AMAZON				CC Accounting: 7000-		-411600-649			
Total for Vendor:			180.77						
119090	E	2438 VISA PLANNING	52.99						
Jul statement for Jun transactions									
1	CC-1462	06/07/24 Baker Nursery	27.96			1000 202200			101000
wedding card and plant				CC Accounting: 1000-		-418000-410			
BAKER GARDEN & GIFT									
2	CC-1462	06/21/24 Eventbrite	25.03			1000 202200			101000
2024 State of the Arts for Leslie M.				CC Accounting: 1000-		-418000-340			
EVENTBRITE									
Total for Vendor:			52.99						
119176	E	2435 VISA POLICE #1	939.98						
1	CC-1470	06/03/24 PIT training fuel	65.12			1000 202200			101000
PETRO SERVE USA #63				CC Accounting: 1000-		-421000-340			
2	CC-1470	06/04/24 honor guard Sari	285.00			1000 202200			101000
MARLOW WHITE				CC Accounting: 1000-		-421000-422			
3	CC-1470	06/05/24 project lifesaver supplies	439.63			2510 202200			101000
PROJECT LIFESAVER INTERNATIONAL				CC Accounting: 2510-		-421000-375			
4	CC-1470	06/10/24 chief frames	43.13			1000 202200			101000
HOBBY LOBBY				CC Accounting: 1000-		-421000-375			
5	CC-1470	06/11/24 proj 12 pr items	16.66			1000 202200			101000
DOLLAR TREE #3133				CC Accounting: 1000-		-421000-375			

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6	CC-1470	06/12/24 reg fee sorensen	36.00			1000 202200			101000
		American Heart Association ShopCPR		CC Accounting: 1000-	1000-	-421000-340			
7	CC-1470	06/25/24 veh paint (NAPA)	12.45			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-	1000-	-421000-427			
8	CC-1470	06/26/24 ear piece for T.J.	33.99			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-	1000-	-421000-422			
9	CC-1470	06/26/24 air fill	8.00			1000 202200			101000
		MICK'S SCUBA		CC Accounting: 1000-	1000-	-421000-427			
Total for Vendor:			939.98						
119178	E	3233 VISA POLICE #2	465.94						
1	CC-1472	06/25/24 kitchen supplies	302.69			1000 202200			101000
		COSTCO WHOLESALE #1119		CC Accounting: 1000-	1000-	-421000-375			
2	CC-1472	06/26/24 project #12 hometown heroes	165.17			2529 202200			101000
		COSTCO WHOLESALE #1119		CC Accounting: 2529-	2529-	-421000-375			
3	CC-1472	06/28/24 tax refund	-1.92			2529 202200			101000
		COSTCO WHOLESALE #1119		CC Accounting: 2529-	2529-	-421000-375			
Total for Vendor:			465.94						
119225	E	3234 VISA POLICE #3	1,251.26						
1	CC-1473	06/12/24 bag anderson	35.00			1000 202200			101000
		DELTA AIR		CC Accounting: 1000-	1000-	-421000-340			
2	CC-1473	06/12/24 bag anderson	35.00			1000 202200			101000
		DELTA AIR		CC Accounting: 1000-	1000-	-421000-340			
3	CC-1473	06/15/24 lodging beilke	632.46			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-	1000-	-421000-340			
4	CC-1473	06/15/24 lodging anderson	207.24			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-	1000-	-421000-340			
5	CC-1473	06/15/24 airport parking	48.00			1000 202200			101000
		HECTOR INTERNATIONAL AIRPORT		CC Accounting: 1000-	1000-	-421000-340			
6	CC-1473	06/20/24 fuel training	33.94			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-	1000-	-421000-340			
7	CC-1473	06/24/24 PIT training fuel	49.39			1000 202200			101000
		PETRO SERVE USA #63		CC Accounting: 1000-	1000-	-421000-340			
8	CC-1473	06/24/24 PIT training fuel	25.00			1000 202200			101000
		PETRO SERVE USA #63		CC Accounting: 1000-	1000-	-421000-340			
9	CC-1473	06/24/24 PIT training fuel	24.77			1000 202200			101000
		PETRO SERVE USA #63		CC Accounting: 1000-	1000-	-421000-340			

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
10	CC-1473	06/24/24 PIT training fuel	16.50			1000 202200			101000
	PETRO	SERVE USA #63		CC Accounting: 1000-		-421000-340			
11	CC-1473	06/26/24 proj #12 hometown heroes	100.00			2529 202200			101000
	WEST FARGO	DQ GRILL & CHILL		CC Accounting: 2529-		-421000-375			
12	CC-1473	06/26/24 proj #12 swim program	43.96			2517 202200			101000
	WEST FARGO	DQ GRILL & CHILL		CC Accounting: 2517-		-421000-375			
Total for Vendor:			1,251.26						
119183	E	3244 VISA POLICE #4	835.18						
1	CC-1475	06/22/24 fuel training	36.42			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
2	CC-1475	06/23/24 lodging burkhartsmeier	377.49			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
3	CC-1475	06/23/24 lodging beilke	377.49			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
4	CC-1475	06/27/24 fuel training	43.78			1000 202200			101000
	SHELL			CC Accounting: 1000-		-421000-340			
Total for Vendor:			835.18						
119184	E	4300 VISA POLICE #5	699.95						
1	CC-1476	06/06/24 membership t. johnson	75.00			1000 202200			101000
	IPMBA -	INTERNATIONAL POLICE MOUNTAIN BI		CC Accounting: 1000-		-421000-667			
2	CC-1476	06/25/24 lodging dura	131.50			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
3	CC-1476	06/25/24 lodging pearson	131.50			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
4	CC-1476	06/25/24 lodging hanson	131.50			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
5	CC-1476	06/25/24 lodging hieb	131.50			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
6	CC-1476	06/25/24 fuel conference	43.96			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
7	CC-1476	06/26/24 fuel conference	25.76			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
8	CC-1476	06/26/24 fuel conference	29.23			1000 202200			101000
	PETRO	SERVE USA #63		CC Accounting: 1000-		-421000-340			
Total for Vendor:			699.95						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
119299	E	2423 VISA PUBLIC WORKS #1	3,449.28						
1	CC-1480	06/03/24 WEX FIT-UP	28.00			2970 202200			101000
		FORT KNOX MAILBOX		CC Accounting: 2970-		-480000-653			
		MISC CLAIM VENDOR							
2	CC-1480	06/03/24 4001 SERVICE KIT/FILTERS	1,825.49			6010 202200			101000
		ELGI PORTABLES		CC Accounting: 6010-		-450200-427			
3	CC-1480	06/05/24 ELKAY SOLENOID	85.45			1000 202200			101000
		FERGUSON ENTERPRISES #3093		CC Accounting: 1000-		-455000-420			
4	CC-1480	06/10/24 TITLE	23.50			4387 202200			101000
		DMV FARGO BRANCH		CC Accounting: 4387-		-480000-870			
5	CC-1480	06/12/24 SIGN	28.13			2210 202200			101000
		SIGNS.COM		CC Accounting: 2210-		-428000-358			
6	CC-1480	06/14/24 S RUDOLPH PANTS	161.97			1000 202200			101000
		CARHARTT		CC Accounting: 1000-		-430000-422			
7	CC-1480	06/18/24 350C PULLEY	83.76			1000 202200			101000
		IRONHIDE		CC Accounting: 1000-		-430000-427			
		MISC CLAIM VENDOR							
8	CC-1480	06/19/24 SUNSCREEN	44.04			6020 202200			101000
		SAM'S CLUB		CC Accounting: 6020-		-450000-639			
9	CC-1480	06/19/24 SAFETY LUNCH	247.29			6020 202200			101000
		SAM'S CLUB		CC Accounting: 6020-		-450000-490			
10	CC-1480	06/22/24 B MATZKE TRAINING	165.00			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-450000-340			
11	CC-1480	06/21/24 STAMPS	274.35			6020 202200			101000
		USPS		CC Accounting: 6020-		-450000-661			
12	CC-1480	06/25/24 TITLE	16.50			1000 202200			101000
		DMV FARGO BRANCH		CC Accounting: 1000-		-455000-610			
13	CC-1480	06/27/24 1195 HEADLIGHT	271.43			1000 202200			101000
		EBAY		CC Accounting: 1000-		-421000-427			
14	CC-1480	06/29/24 E WILM PANTS	194.37			1000 202200			101000
		CARHARTT		CC Accounting: 1000-		-455000-422			
Total for Vendor:			3,449.28						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
119300	E	4256 VISA PUBLIC WORKS #2	1,431.08						
1	CC-1481	06/12/24 PD - INTERIOR PACKAGE	150.00			1000 202200			101000
	GILLE AUTO			CC Accounting: 1000-		-421000-427			
2	CC-1481	06/17/24 D STOTZ - PW EXPO	858.00			1000 202200			101000
	APWA SNOW CONFERENCE			CC Accounting: 1000-		-455000-340			
3	CC-1481	06/19/24 CREDIT	-94.84			6020 202200			101000
	EXPEDIA.COM HEADQUARTERS			CC Accounting: 6020-		-450000-340			
4	CC-1481	06/19/24 D STOTZ - FLIGHTS	517.92			1000 202200			101000
	UNITED AIRLINES			CC Accounting: 1000-		-455000-340			
		Total for Vendor:	1,431.08						
119301	E	4625 VISA PUBLIC WORKS #3	24.00						
1	CC-1482	06/18/24 FORESTY - TRAVEL FUEL	24.00			2210 202200			101000
	HOLIDAY STATIONSTORE			CC Accounting: 2210-		-428000-340			
		Total for Vendor:	24.00						
119152	-99090E	4662 VOYA	414.00						
1	06/26/24	June Contributions	414.00			1000 212511			101000
		Total for Vendor:	414.00						
119236		544 WALLWORK TRUCK CENTER	199,880.00						
1	5991	07/02/24 2025 KENWORTH T880	199,880.00			1000 430000	870		101000
		Total for Vendor:	199,880.00						
119023	113130S	2184 WEST SIDE STEEL	684.05						
1	9622	06/27/24 pd trailer material	684.05			1000 421000	610		101000
119031	113130S	2184 WEST SIDE STEEL	7.12						
1	9568	06/21/24 FLAT BAR	7.12			6025 450000	437		101000
119177		2184 WEST SIDE STEEL	212.18						
1	9673	07/03/24 SHEET METAL	212.18			6010 450200	914		101000

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
119241		2184 WEST SIDE STEEL	37.10						
1	9697 07/09/24	SQUARE TUBE	37.10			6010 450200	914		101000
		Total for Vendor:	940.45						
119116		4129 WESTERN NATIONAL MUTUAL INS CO	150.00						
1	07/02/24	NOTARY FEE CLAIRE KUHLMAN	50.00			7000 411600	667		101000
2	07/02/24	NOTARY FEE KAYLA BIRKHOLZ	50.00			7000 411600	667		101000
3	07/02/24	NOTARY FEE KIRSTEN HENAGIN	50.00			7000 411600	667		101000
119382		4129 WESTERN NATIONAL MUTUAL INS CO	50.00						
1	75438 07/01/24	FD Angie Puhr Notary Bond	50.00			2060 415200	667		101000
		Total for Vendor:	200.00						
119293	113139S	3549 WEX	3,004.54						
1	07/12/24	Med FSA - 07/12/24 payroll	116.67			1000 212530			101000
2	07/12/24	Dep FSA - 07/12/24 payroll	2,887.87			1000 212523			101000
		Total for Vendor:	3,004.54						
119270		807 WEX HEALTH, INC	848.25						
1	0001972312 06/30/24	COBRA/FSA/HSA - June	848.25			1000 414103	307		101000
		Total for Vendor:	848.25						
119205		569 WF ANIMAL HOSPITAL	2,711.47						
1	282656 06/30/24	medical vito	1,164.60			1000 421000	915		101000
2	282656 06/30/24	medical bella	39.57			1000 421000	915		101000
3	282656 06/30/24	medical thor	1,808.57			1000 421000	915		101000
4	282656 06/30/24	pet discount	-301.27			1000 421000	915		101000
119305		569 WF ANIMAL HOSPITAL	3,926.00						
1	283987 06/30/24	June pound fee	3,926.00			1000 421000	396		101000
		Total for Vendor:	6,637.47						
119052	113133S	3827 WF Firefighters Association	800.00						
1	06/26/24	Fire Union Dues June 2024	800.00			1000 212552			101000
		Total for Vendor:	800.00						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
119239		549 WF PUB SCHOOLS DIST #6	10,333.50						
1	MISC07487	05/21/24 JUNE RENT	10,333.50			7000 411600	333		101000
		Total for Vendor:	10,333.50						
119360		999999 WHITNEY CHRISTIE	300.00						
		Tree Planting Permit - 6049 Martin Lane W							
1	07/11/24	Tree - 6049 Martin Lane W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
119313		4003 WM CORPORATE SERVICES INC	94,171.90						
1	6767805	07/01/24 COWF MASTER BILLING	85,458.30			6010 450200	916		101000
2	6767804	07/01/24 SANITATION DROPSITE	1,244.80			6010 450200	916		101000
3	6767803	07/01/24 40TH AVE DROPSITE	7,468.80			6010 450200	916		101000
119381		4003 WM CORPORATE SERVICES INC	103.74						
1	9356543003	07/03/24 FD June Recycling	103.74			2060 415200	527		101000
		Total for Vendor:	94,275.64						
119027	113135S	338 XCEL ENERGY	172.56						
1	883414810	06/26/24 1410 13TH AVE TRAFFIC SIGNA	44.08			1000 430002	527		101000
2	883367785	06/26/24 1680 13TH AVE E ST LIGHT	85.86			1000 430002	527		101000
3	883353788	06/26/24 1690 13TH AVE TRAFFIC SIGNA	42.62			1000 430002	527		101000
119028	113135S	338 XCEL ENERGY	1,379.78						
1	883381498	06/26/24 SA17	108.20			6025 450000	527		101000
2		PW VEHICLE STORAGE	244.17			6020 450000	527		101000
3		STREET LIGHT FEED POINTS	1,027.41			1000 430002	527		101000
119230		338 XCEL ENERGY	10,615.07						
1	883949355	07/01/24 800 4TH AVE E	10,615.07			1000 415000	527		101000
119231		338 XCEL ENERGY	2,524.68						
1	883685921	06/28/24 WL11	100.79			6025 450000	527		101000
2		SA7	141.17			6025 450000	527		101000
3		SA5	217.42			6025 450000	527		101000
4		SM24	1,417.98			6025 450000	527		101000

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
5	SA15		228.29			6025 450000	527		101000
6	2800 SHEYENNE LIFT STATION		47.79			6025 450000	527		101000
7	1100 12TH AVE NW		44.89			6020 450000	527		101000
8	444 SHEYENNE - SHEYENNE PLAZA		315.21			2310 452120	527		101000
9	FIRE & CIVIL SIREN		11.14			1000 430002	527		101000
119317		338 XCEL ENERGY	7,820.33						
1	884447950 07/05/24 3050 SHEYENNE - THE LIGHTS		50.34			2310 452120	527		101000
2	884073401 07/02/24 3150 SHEYENNE - THE LIGHTS		44.95			2310 452120	527		101000
3	884162992 07/03/24 800 4TH AVE E		7,047.57			1000 415000	527		101000
4	884267526 07/03/24 735 7TH AVE NW		78.22			1000 430002	527		101000
5	884172961 07/03/24 800 4TH AVE E		599.25			1000 415000	527		101000
119383		338 XCEL ENERGY	3,875.99						
1	6685031-3 07/01/24 FD June Utilities		3,875.99			2060 415200	527		101000
Total for Vendor:			26,388.41						
# of Claims			391	Total:	3251,457.53	# of Vendors	234		
Total Electronic Claims					1217,110.27				
Total Non-Electronic Claims					2034347.26				

** This report runs by Claim Posted Date, which is a system generated field that always shows the date on which the Claim was actually posted in the system. If a Claim was cancelled and re-posted, the posted date will show as of the date it was re-posted. **



"Consent" or "Regular" Agenda Item?

[Consent]

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: July 15, 2024

Subject: Project No. 2273 – Traffic Signal Installation at 23rd Ave S and Bluestem Dr. E

Action: Approve both the Consent to Assignment Agreement between the COWF and Fargo Electric Construction (Assignor) – Sun Electric, Inc (Assignee) and the Resolution Consenting to Assignment.

Commission President

Bernie Dardis

Primary Portfolio:

Administrative Services

Secondary Portfolio:

Police & Fire

Commission Vice President

Brad Olson

Primary Portfolio:

Police & Fire

Secondary Portfolio:

Street, Water & Sewer

Commissioner

Roben Anderson

Primary Portfolio:

Community & Development Services

Secondary Portfolio:

Administrative Services

Commissioner

Rory Jorgensen

Primary Portfolio:

Sanitation

Secondary Portfolio:

Community & Development Services

Commissioner

Amy Zundel

Primary Portfolio:

Street, Water & Sewer

Secondary Portfolio:

Sanitation

City Administrator

Dustin T. Scott

New Information and Recommendation:

During the regular meeting held on September 5, 2024 Fargo Electric, Inc. was authorized the Notice to Proceed for Project No. 2273. We recently were notified that Fargo Electric, Inc. was acquired by Sun Electric, Inc.

The contract that the city has with Fargo Electric needs to be altered to reflect this new change of ownership.

Legal was contacted to verify the procedure that we need to adhere to for the contract to reflect that our contract needs to be changed from Fargo Electric, Inc. to Sun Electric, Inc. and we were advised that we need to approve the attached Consent to Assignment Agreement between the city and the Contractor and to approve the attached Resolution Consenting to Assignment.

The following documents are attached for review/consideration:

- Consent to Assignment Agreement
- Sun Electric, Inc. – additional contract documents
- Resolution Consenting to Assignment

Staff Recommendation: Approve both the Consent to Assignment Agreement between the COWF and Fargo Electric Construction (Assignor) – Sun Electric, Inc (Assignee) and the Resolution Consenting to Assignment.

Previously Presented Agenda's, Commission Actions, and Information:

June 24, 2024-

- Information: ABST Law reached out on behalf of Fargo Electric in its asset Transfer to Sun Electric. Sun Electric is taking company ownership of Fargo Electric with an effective date of July 1, 2024.

September 5, 2023-

- Staff Recommendation: Adopt Resolution Approving Contract and Contractor's Bond and Authorize Notice to Proceed.
- Commission Action: Commissioner Olson moved, and Commissioner George seconded to approve. No opposition, motion carried.

August 21, 2023-

- Staff Recommendation: Accept Bid and Award Contract to Fargo Electric Construction, Inc. for their bid amount of \$834,166.28.
- Commission Action: Commissioner Simmons moved, and Commissioner Anderson seconded to approve. No opposition, motion carried.

July 10, 2023 –

- Staff Recommendation: Approve Plans and Specification; and Authorize Advertisement for Bids

-
- **Commission Action:** Commissioner Simmons moved, and Commissioner Olson seconded to approve. No opposition, motion carried.

May 1, 2023-

- **Staff Recommendation:** Approve Task Order No. 1 for Basic Services with Bolton & Menk
- **Commission Action:** Commissioner Olson moved, and Commissioner Anderson seconded to approve. No opposition, motion carried.

April 17, 2023-

- **Staff Recommendation:** Create Project No. 2273, Direct and Approve Engineer's Report; and Direct Engineer to prepare both a Task Order for Basic Services and Plans and Specifications.
- **Commission Action:** Commissioner Simmons moved, and Commissioner Olson seconded to approve. Commissioner George was absent and not voting. No opposition, motion carried.

CONSENT TO ASSIGNMENT AGREEMENT

This Consent to Assignment Agreement (this “**Consent**”), dated July 1, 2024, (“Effective Date”) is made between City of West Fargo, a municipal corporation, under the laws of North Dakota (“**City**”); Fargo Electric Construction, Inc., a North Dakota corporation (“**Assignor**”); and Sun Electric, Inc., a North Dakota corporation (“**Assignee**”).

RECITALS

A. City and Assignor entered into a Contract dated August 21, 2023 for Project No. 2273 - Traffic Signal Installation (“**Contract**”), attached hereto as Exhibit A.

B. Assignor desires to assign to Assignee (effective July 1, 2024), all of its right, title, and interest in, to and under the Contract pursuant to the provisions of that certain Assignment and Assumption of Contract dated July 1, 2024, between Assignor and Assignee (the “Assignment”) attached hereto as Exhibit B and incorporated by reference herein.

C. Assignor and Assignee desire to obtain City’s consent to the Assignment and City is willing to consent to the Assignment on the following terms and conditions.

AGREEMENT

1. **Consent; Assumption and No Release.** Subject to the terms and conditions of this Consent, effective as of July 1, 2024 (the “Effective Date”), City hereby consents to the Assignment on the terms of this Consent. Assignee does hereby expressly assume and agree to be bound by and to perform and comply with, for the benefit of City, each and every obligation of the Assignor under the Contract and the obligations of Assignee under the Assignment. Notwithstanding the Assignment or City’s consent thereto, Assignor shall remain fully liable for the performance of all responsibilities and obligations under the Contract.

2. **Subsequent Assignments.** This Consent shall not constitute a consent to any subsequent assignment and shall not relieve Assignee or any person claiming under or through Assignee of the obligation to obtain the consent of City to any future assignment.

3. **Default.** In the event of any default of Assignee under the Contract, City may proceed directly against Assignee, any guarantors or anyone else liable under the Contract without first exhausting City’s remedies against any other person or entity liable thereon to City.

4. **No Waiver.** Except as explicitly set forth herein, nothing contained herein shall be deemed or construed to modify, waive, impair or affect any of the covenants, agreements, terms, provisions or conditions contained in the Contract.

5. **Binding Effect.** This Consent shall not be effective and the Assignment shall not be valid or binding on City unless and until a fully executed original counterpart of the Assignment and this Consent are delivered to City.

6. **Counterparts.** This Consent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Fargo Electric Construction, Inc.

By: [Signature]
Name: Harold Chyle
Title: President

Sun Electric Construction, Inc.

By: [Signature]
Name: Steve Dosch
Title: Vice president

Accepted and Approved:

City of West Fargo:

By _____
Its Commission President

By _____
Its City Administrator

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of West Fargo ("Owner") and
Fargo Electric Construction Inc ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Project No. 2273 – Traffic Signal Installation

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Project No. 2273 – Traffic Signal Installation

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Bolton and Menk.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before **September 27, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 25, 2024.
- B. Milestone: All flatwork and median work within the roadway shall be completed in 24 working days, including Saturdays. Days shall start when traffic control is installed and considered complete when the roadway is reopened to traffic. Liquidated damages shall occur per Section 4.03 A.4 if milestones not met.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner amount specified in NDDOT Standard Specification 108.07.B.1 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner amount specified in NDDOT Standard Specification 108.07.B.1 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.
4. Milestone: Contractor shall pay Owner **\$5000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Section 4.02.B for achievement of Milestone, until Milestone is achieved.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item as directed in the Bid Schedule).
- The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
 - C. All specific cash allowances are as indicated in the Bid Schedule in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage).
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - c. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 2 percentage points per annum below the Bank of North Dakota prime interest rate per NDCC 40-22-37.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 65, inclusive).
 - 5. Supplementary Conditions (pages 1 to 17, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 55 sheets with each sheet bearing the following general title: Project No. 2273
 - 8. Addenda (numbers 1 to 2 inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 11 to 16 inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 0 to 0 inclusive).

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

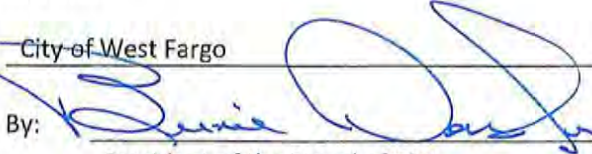
- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on August 21, 2023 (which is the Effective Date of the Contract).

OWNER:

City of West Fargo

By: 

President of the Board of City

Title: Commissioners

Attest: 

Title: Assistant City Administrator

Address for giving notices:

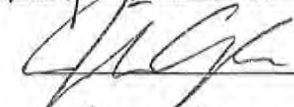
City of West Fargo

800 4th Avenue East

West Fargo, ND 58078

CONTRACTOR:

Fargo Electric Construction Inc

By: 

Title: Sec Treasurer

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Marcedes Layton

Title: Operations Manager

Address for giving notices:

325 39th St N

Fargo, ND 58102

License No.:

1598 class A
(where applicable)

STANDARD SUBCONTRACT AGREEMENT

THIS AGREEMENT,

Made this 8 day of September, 2023, by and between the parties herinafter called:**CONTRACTOR:** Fargo Electric Construction Inc**SUBCONTRACTOR:** NorthStar Safety Inc

WITNESSETH THAT: WHEREAS, the Contractor has heretofore entered into a contract with

OWNER: City of West Fargo

to perform certain labor and furnish certain material for the construction and completion of

PROJECT: Project No. 2273 – Traffic Signal Installation

pursuant to plans and specifications prepared by

ENGINEER: Bolton and Menk

which contract, consisting of the contract, the proposal, the contract bond, the plans, the specifications, the special conditions, the general conditions, any supplemental agreement, the invitation to bidders, the instructions to bidders, any documents referred to in any of the foregoing, and any addenda or amendments to any of the foregoing, is hereinafter referred to as the "General Contract" and

WHEREAS, All of the above documents have been available to the Subcontractor and have been carefully examined by the Subcontractor.

THE CONTRACTOR AGREES AS FOLLOWS:

I. The Contractor shall, so long as the Subcontractor is not in default hereunder and upon receipt of payment from the Owner promptly pay the Subcontractor for such work as the Engineer shall determine the Subcontractor has performed hereunder at the prices set forth below less as retained by owner as a retainage until final payment.

Item No.	Description	Quantity	Unit Price	Total
	See attached			

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(Continue on the reverse side of this sheet if necessary.)

II. That if notification of any claims have been made against the Subcontractor or the Contractor arising out of labor or materials furnished the Project or otherwise on account of any actions or failures to act by the Subcontractor in the performance of this Subcontract, the Contractor may withhold such amounts due or to become due hereunder to cover said claims and any cost or expense arising or to arise in connection therewith pending settlement thereof. The exercise of this right by the Contractor shall not bar the exercise of any other rights of the Contractor herein or by law provided.

THE SUB-CONTRACTOR AGREES AS FOLLOWS:

I. To be bound to the Contractor by terms of the General Contract, to conform to and comply with all of the terms of the General Contract and to assume toward the Contractor all the duties and obligations that the Contractor assumes in the General Contract toward the Owner insofar as they are applicable to this Subcontract unless changed in this Subcontract.

II. (a) To furnish, in strict accordance with the terms and conditions of the General Contract and at the unit prices hereinbefore specified, all labor, material, supplies, tools, equipment and services including field measurements necessary to complete the portions of the work specified in paragraph 1. under the heading "THE CONTRACTOR AGREES AS FOLLOWS"; (b) to pay all costs in connection therewith as bills therefore become due; (c) to save harmless the Contractor, the Owner and the Project from claims and mechanics' liens on account thereof; including without limiting the generality of the foregoing, legal fees and disbursements paid or incurred by the Contractor to enforce the provisions of this paragraph; and (d) to furnish to the Contractor, when and as often as requested, satisfactory evidence of compliance with the preceding clause.

III. (a) To keep informed of the actual progress of operations and to begin the work herewith contracted for as soon as the Project is ready for such work or, in any event, within 5 days after being notified by the Contractor so to do.

(b) To prosecute the work at such times, in such order, and in such places as the Contractor reasonably directs; and to coordinate the work with the Contractor and other sub-contractors so that all scheduled operations on the Project may proceed in an orderly and efficient manner and be completed within the time set forth in the General Contract.

(c) To accept the assessment of liquidated damages for delays occasioned by the failure of the Subcontractor to carry out the provisions of this Subcontract on the same basis as liquidated damages are assessed on the Contractor by the Owner under the terms of the General Contract; and no extension of time for performance of this Subcontract will be recognized by the Contractor without the written consent of the Contractor.

IV. To obtain, effect, maintain and pay for all workers compensation insurance that may be required by the General Contract or by law and public liability insurance protecting the Subcontractor against claims for bodily injury, death or damage to property and for other risks as are specified below occurring upon, or in connection with, the execution of work covered under this Subcontract. Such insurance shall indemnify the Contractor, Owner, Engineer and the other subcontractors from all accidents or occurrences arising out of the Subcontractor's operation with limits and in amounts at least equal to the greater of those specified in the General Contract or those specified below.

COMPREHENSIVE GENERAL LIABILITY COMPENSATION

\$ 2,000,000 General Aggregate	\$ 1,000,000 Each Accident (Including Owned, Hired & Non-Owned Automobiles)
\$ 2,000,000 Products Aggregate	
\$ 1,000,000 Each Occurrence	

AUTOMOBILE LIABILITY WORKERS

Statutory for State of Operation

EMPLOYERS LIABILITY

\$ 1,000,000 Each Accident
\$ 1,000,000 Each Disease/Each Employee

Said insurance to be in form and issued by a company or companies satisfactory to the Contractor; to furnish to the Contractor, when and as often as requested, satisfactory evidence of compliance with this requirement; and to obtain and furnish to the Contractor, if requested by the Contractor, a certificate by the insurance company issuing each policy that such policy will not be cancelled except after 30 days notice to the Contractor of intention to do so.

V. To obtain and furnish to the Contractor and maintain in effect during the life of this Subcontract, unless waived by the Contractor, an acceptable surety bond in amount equal to the Subcontract price conditioned upon and covering the faithful performance of and compliance with all the terms, provisions and conditions of this Subcontract; the premium to be paid by the N/A.

VI. To protect the Subcontractor's work adequately and properly by lights, barriers, supports, signs and guards so as to avoid injury or damage to persons or property and to be directly responsible for damages to persons and property occasioned by the failure to do so, or by any negligence of the Subcontractor or any of the Subcontractor's officers, agents or employees in the performance of the Subcontractor's work. The standards of protection shall be not less than those required by law or required by the Engineer in accordance with the terms of the General Contract.

VII. Not to assign or sub-let this Subcontract, or any part thereof and not to assign any money due or to become due hereunder, without first obtaining the written consent of the Contractor.

VIII. The Contractor shall have the right to order in writing the omission or addition of work or material when omitted from or added to the General Contract by the Owner. Fair deductions or increases shall be made in the sums payable hereunder for such omitted or added work or material. No claim for extra compensation on account of changed or added work may be made by the Subcontractor unless such changed or added work was authorized in writing by the Contractor prior to the commencement thereof.

IX. To guarantee the Subcontractor's work against all defects of materials or workmanship as provided for in the General Contract, it being understood that such guarantee shall remain in full force and effect until the expiration of the Contractor's guaranty under the General Contract.

X. To comply with all applicable federal, state and municipal laws and/or ordinances and regulations effective where the work is to be performed under this Subcontract and to pay all costs and expenses connected with such compliance; to pay all taxes, assessments and premiums under the federal social security act or any applicable unemployment insurance, disability benefit, old age benefit or retirement act; all sales, and use taxes, all personal property taxes, all transportation taxes and all other taxes payable by reason of the Subcontractor's work; and to furnish all necessary reports and information to the appropriate federal, state and municipal agencies with respect to all of the foregoing, the same as though the Subcontractor was in fact the Contractor.

XI. To pay all royalties and license fees and to defend all suits or claims for infringement of any patent rights involved in the work of the Subcontractor

XII. To comply with all Equal Employment Opportunity responsibilities as outlined in the plans and specifications of this contract.

XIII. To comply with all the requirements of the Occupational Safety and Health Act.

XIV. To meet all of the requirements of the Drug Free Workplace Act and all applicable DOT regulations, including DOT Drug/Alcohol Testing Provisions.

GENERAL PROVISIONS:

A. Upon the occurrence of any one or more of the following events and upon the continuance thereof for a period of three days following written notice thereof given by the Contractor to the Subcontractor, the Contractor may, either through its own employees or through any contractor or subcontractor of its choice, complete the work called for by this Subcontract and/or remedy such defect of material or workmanship, may use or permit any such contractor or sub-contractor to use all material and equipment of the Subcontractor on the premises at the date of giving such written notice and may charge to the Subcontractor the entire cost thereof, together with liquidated damages at the rate specified in the General Contract for each day after the completion date specified herein when the work provided for herein is not completed:

A (1) If the Subcontractor fails to proceed diligently with or to complete within the time herein specified the work or any part thereof to be done hereunder;

A(2) or if the Contractor or any other sub-contractors shall be unable to proceed with the work to be done under the General Contract because of any action by one or more employees of the Subcontractor or by a person or labor organization purporting or attempting to represent any employee of the Subcontractor;

A (3) or if the Subcontractor fails to remedy any defect of material or workmanship furnished when and as required by the Contractor;

A (4) or if the Subcontractor shall be adjudicated as bankrupt, or shall file a petition for relief under bankruptcy laws, or shall make an assignment for the benefit of its creditors, or shall have appointed a trustee for all or substantially all of its assets, except that continuance thereof for a period of three days shall not be necessary for the provisions of this paragraph to become operative;

A (5) or if the Subcontractor shall fail to perform any obligation to be performed hereunder.

B. The parties hereto agree and subscribe to the national agreement effective October 1, 1949 (as amended) creating a National Joint Board for Settlement of Jurisdictional Disputes. Applicable ☐ Not Applicable ☒ (check one)

C. The Contractor shall provide the Subcontractor with written notice of the amount of the final payment to be made hereunder and the manner in which the same is calculated. Within twenty (20) days after receipt of such notice the Subcontractor shall provide the Contractor with either written notice of any objections the Subcontractor may have hereto or written acceptance thereof. If no such written objections are received by the Contractor within the time specified, the Subcontractor shall have no claim under this Subcontract for compensation in excess of the amount of the final payment as set forth in the written notice furnished by the contractor.

D. If arbitration of disputes is provided for in the General Contract, any disputes arising between the Contractor and the Subcontractor under this Subcontract shall be settled by arbitration in the manner provided for in the General Contract.

E. This Subcontract constitutes the entire agreement between the parties and supersedes all prior proposals and agreements.

IN WITNESS WHEREOF, The Contractor and Subcontractor have hereunto set their hands and seals the day and year first about written.

(SEAL)

Fargo Electric Construction
(Contractor)

By: [Signature]
(Signature)

Project Manager
(Title)

NorthStar Safety
(Subcontractor)

(SEAL)

By: [Signature]
(Signature)

Vice President
(Title)



NorthStar Safety, Inc.

794 West Main Avenue
West Fargo, ND 58078
Tel: 701-282-2110
Fax: 701-281-1400
www.northstarsafety.com

<u>Project</u>	<u>Job No.</u>	<u>Location</u>	<u>State</u>	<u>Bid Date</u>
Traffic Signal Installation	2273	West Fargo	North Dakota	8/3/2023

NorthStar Safety, Inc. (NSI) will supply and install all signs, barricades and channelization devices as per plan sheet(s) 1 - 3 of section 100 and as listed below. All daily maintenance, relocating and/or resetting devices would be the contractor's responsibility. NSI would return twice for phase changes; and again upon completion of the project to remove all items supplied by us. Our quote is based on all work being completed in 2024 by the completion date stated in the proposal. If work is to be completed in 2023, add \$2,950.00 to the temporary traffic control item. Our quote does NOT include flagging, pavement markings, providing notifications, accessible pedestrian signals (APS), temporary curb ramps, pedestrian channelizers, detectable edges, temporary walkway surfaces, temporary safety fence, building and maintaining any required temporary access roadways, submitting traffic control plans, or any other incidentals. Items within the total are tied.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
704	Temporary Traffic Control	L Sum	1	\$ 4,220.00	\$ 4,220.00
754	Salvage Sign Assembly	EA	3	\$ 20.00	\$ 60.00
754.1	Flat Sheet For Signs-Type XI Refl. Sheeting	SF	18	\$ 40.00	\$ 720.00
754.2	Steel Galv Posts-Telescoping Perforated Tube	LF	22	\$ 25.00	\$ 550.00
754.3	Reset Sign Panel	EA	4	\$ 155.00	\$ 620.00
754.4	Reset Sign Support	EA	2	\$ 310.00	\$ 620.00
				Total	\$ 6,790.00

* - Material Included in Traffic Control:

1 - Set of Signs and Devices Required on Plan Sheets 1 - 3 of Section 100

** - NSI would provide a Watch Person to check the project twice daily, morning and evening, for an additional \$170.00/day. The contractor would still be responsible for replacing signs and devices moved for construction traffic and progress.

*** - Item No's. 754 include all labor, equipment and materials required for removal and/or installation.

Payments are to be made by progress payments. If a bond is required, a bond fee will be added. Our quote does NOT include Railway Protection Insurance, TERO or any other contract charges. This proposal may be withdrawn if not accepted within 30 days.

Authorized
Acceptance
Signature



Print Name Jordan Chyle

Authorized
Signature



Stephan Lindemann
Cell: 701-219-1731
E-mail: slindemann@northstarsafety.com



NorthStar Safety, Inc.

794 West Main Avenue
West Fargo, ND 58078
Tel: 701-282-2110
Fax: 701-281-1400
www.northstarsafety.com

Project	Job #	Location	State	Bid Date
WF ID 2273	0	West Fargo	ND	8/3/23

Northstar Safety Inc. (NSI) will supply the necessary equipment, labor, materials, and incidentals to complete the following items of work in accordance with the bid documents. If there will be a variance on an item from what is stated in the bid documents it will be listed in the following sentences or in the quote assumptions at the bottom of this quote. NSI does not warranty adhesion to fog seals or other contractors' interim pavement markings. NSI does not guarantee alignment to other contractors' interim markings. Price does not include brooming or other job site clean-up necessary to complete our portion of the contract. Our quote is based upon the completion date and/or number of working days stated in the bid documents. Suitable pavement marking weather conditions must exist in order for markings to be placed irregardless of the project completion dates. NSI does not warranty damage to pavement markings caused by other contractor's operations. Unless stated otherwise in the assumptions below all items on this quote are tied.

Item No.	Description	Unit	Quantity	Unit Price	Bid Amount
702 0100	Mobilization	LS	1	\$3,200.00	\$3,200.00
704 1500	Obliteration of Pvmnt Mkg	SF	170	\$15.00	\$2,550.00
762 122	Prof Patt Pvmnt Mk - Mssg (Grooved)	SF	193	\$48.00	\$9,264.00
762 824	Methyl Methacrylate Pvmnt Mk 24IN Line	LF	500	\$62.00	\$31,000.00
762 1305	Prof Patt Pvmnt Mk 4In Line	LF	1,224	\$8.30	\$10,159.20
762 1309	Prof Patt Pvmnt Mk 8in Line	LF	936	\$17.00	\$15,912.00
				Quote Total	\$72,085.20

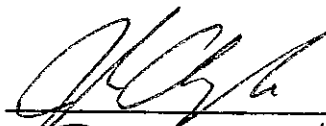
ASSUMPTIONS:

*-Quote includes the mobilizations required in 2024 to install markings.

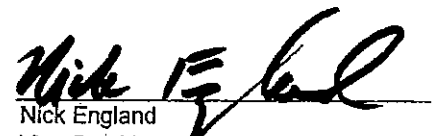
Progressive payment will be forwarded to us timely. If a bond is required, a bond fee will be added. Our quote does not include Railway Protection Insurance, TERO or any other contract charge. This proposal may be withdrawn if not accepted within 30 days.

Authorized
Acceptance
Signature

Print Name


Jordan Chyle

Authorized
Signature


Nick England
Vice President
Cell: (701) 219-1736
E-mail: nengland@northstarsafety.com

(Continue on the reverse side of this sheet if necessary.)

II. That if notification of any claims have been made against the Subcontractor or the Contractor arising out of labor or materials furnished the Project or otherwise on account of any actions or failures to act by the Subcontractor in the performance of this Subcontract, the Contractor may withhold such amounts due or to become due hereunder to cover said claims and any cost or expense arising or to arise in connection therewith pending settlement thereof. The exercise of this right by the Contractor shall not bar the exercise of any other rights of the Contractor herein or by law provided.

THE SUB-CONTRACTOR AGREES AS FOLLOWS:

I. To be bound to the Contractor by terms of the General Contract, to conform to and comply with all of the terms of the General Contract and to assume toward the Contractor all the duties and obligations that the Contractor assumes in the General Contract toward the Owner insofar as they are applicable to this Subcontract unless changed in this Subcontract.

II. (a) To furnish, in strict accordance with the terms and conditions of the General Contract and at the unit prices hereinbefore specified, all labor, material, supplies, tools, equipment and services including field measurements necessary to complete the portions of the work specified in paragraph 1. under the heading "THE CONTRACTOR AGREES AS FOLLOWS"; (b) to pay all costs in connection therewith as bills therefore become due; (c) to save harmless the Contractor, the Owner and the Project from claims and mechanics' liens on account thereof; including without limiting the generality of the foregoing, legal fees and disbursements paid or incurred by the Contractor to enforce the provisions of this paragraph; and (d) to furnish to the Contractor, when and as often as requested, satisfactory evidence of compliance with the preceding clause.

III. (a) To keep informed of the actual progress of operations and to begin the work herewith contracted for as soon as the Project is ready for such work or, in any event, within 5 days after being notified by the Contractor so to do.

(b) To prosecute the work at such times, in such order, and in such places as the Contractor reasonably directs; and to coordinate the work with the Contractor and other sub-contractors so that all scheduled operations on the Project may proceed in an orderly and efficient manner and be completed within the time set forth in the General Contract.

(c) To accept the assessment of liquidated damages for delays occasioned by the failure of the Subcontractor to carry out the provisions of this Subcontract on the same basis as liquidated damages are assessed on the Contractor by the Owner under the terms of the General Contract; and no extension of time for performance of this Subcontract will be recognized by the Contractor without the written consent of the Contractor.

IV. To obtain, effect, maintain and pay for all workers compensation insurance that may be required by the General Contract or by law and public liability insurance protecting the Subcontractor against claims for bodily injury, death or damage to property and for other risks as are specified below occurring upon, or in connection with, the execution of work covered under this Subcontract. Such insurance shall indemnify the Contractor, Owner, Engineer and the other subcontractors from all accidents or occurrences arising out of the Subcontractor's operation with limits and in amounts at least equal to the greater of those specified in the General Contract or those specified below.

**COMPREHENSIVE GENERAL LIABILITY
COMPENSATION**

\$ 2,000,000 General Aggregate	\$ 1,000,000 Each Accident (Including Owned, Hired & Non-Owned Automobiles)
\$ 2,000,000 Products Aggregate	
\$ 1,000,000 Each Occurrence	

AUTOMOBILE LIABILITY WORKERS

Statutory for State of Operation

EMPLOYERS LIABILITY

\$ 1,000,000 Each Accident

\$ 1,000,000 Each Disease/Each Employee

Said insurance to be in form and issued by a company or companies satisfactory to the Contractor; to furnish to the Contractor, when and as often as requested, satisfactory evidence of compliance with this requirement; and to obtain and furnish to the Contractor, if requested by the Contractor, a certificate by the insurance company issuing each policy that such policy will not be cancelled except after 30 days notice to the Contractor of intention to do so.

V. To obtain and furnish to the Contractor and maintain in effect during the life of this Subcontract, unless waived by the Contractor, an acceptable surety bond in amount equal to the Subcontract price conditioned upon and covering the faithful performance of and compliance with all the terms, provisions and conditions of this Subcontract; the premium to be paid by the N/A.

VI. To protect the Subcontractor's work adequately and properly by lights, barriers, supports, signs and guards so as to avoid injury or damage to persons or property and to be directly responsible for damages to persons and property occasioned by the failure to do so, or by any negligence of the Subcontractor or any of the Subcontractor's officers, agents or employees in the performance of the Subcontractor's work. The standards of protection shall be not less than those required by law or required by the Engineer in accordance with the terms of the General Contract.

VII. Not to assign or sub-let this Subcontract, or any part thereof and not to assign any money due or to become due hereunder, without first obtaining the written consent of the Contractor.

VIII. The Contractor shall have the right to order in writing the omission or addition of work or material when omitted from or added to the General Contract by the Owner. Fair deductions or increases shall be made in the sums payable hereunder for such omitted or added work or material. No claim for extra compensation on account of changed or added work may be made by the Subcontractor unless such changed or added work was authorized in writing by the Contractor prior to the commencement thereof.

IX. To guarantee the Subcontractor's work against all defects of materials or workmanship as provided for in the General Contract, it being understood that such guarantee shall remain in full force and effect until the expiration of the Contractor's guaranty under the General Contract.

X. To comply with all applicable federal, state and municipal laws and/or ordinances and regulations effective where the work is to be performed under this Subcontract and to pay all costs and expenses connected with such compliance; to pay all taxes, assessments and premiums under the federal social security act or any applicable unemployment insurance, disability benefit, old age benefit or retirement act; all sales, and use taxes, all personal property taxes, all transportation taxes and all other taxes payable by reason of the Subcontractor's work; and to furnish all necessary reports and information to the appropriate federal, state and municipal agencies with respect to all of the foregoing, the same as though the Subcontractor was in fact the Contractor.

XI. To pay all royalties and license fees and to defend all suits or claims for infringement of any patent rights involved in the work of the Subcontractor

XII. To comply with all Equal Employment Opportunity responsibilities as outlined in the plans and specifications of this contract.

XIII. To comply with all the requirements of the Occupational Safety and Health Act.

XIV. To meet all of the requirements of the Drug Free Workplace Act and all applicable DOT regulations, including DOT Drug/Alcohol Testing Provisions.

GENERAL PROVISIONS:

A. Upon the occurrence of any one or more of the following events and upon the continuance thereof for a period of three days following written notice thereof given by the Contractor to the Subcontractor, the Contractor may, either through its own employees or through any contractor or subcontractor of its choice, complete the work called for by this Subcontract and/or remedy such defect of material or workmanship, may use or permit any such contractor or sub-contractor to use all material and equipment of the Subcontractor on the premises at the date of giving such written notice and may charge to the Subcontractor the entire cost thereof, together with liquidated damages at the rate specified in the General Contract for each day after the completion date specified herein when the work provided for herein is not completed:

A (1) If the Subcontractor fails to proceed diligently with or to complete within the time herein specified the work or any part thereof to be done hereunder;

A(2) or if the Contractor or any other sub-contractors shall be unable to proceed with the work to be done under the General Contract because of any action by one or more employees of the Subcontractor or by a person or labor organization purporting or attempting to represent any employee of the Subcontractor;

A (3) or if the Subcontractor fails to remedy any defect of material or workmanship furnished when and as required by the Contractor;

A (4) or if the Subcontractor shall be adjudicated as bankrupt, or shall file a petition for relief under bankruptcy laws, or shall make an assignment for the benefit of its creditors, or shall have appointed a trustee for all or substantially all of its assets, except that continuance thereof for a period of three days shall not be necessary for the provisions of this paragraph to become operative;

A (5) or if the Subcontractor shall fail to perform any obligation to be performed hereunder.

B. The parties hereto agree and subscribe to the national agreement effective October 1, 1949 (as amended) creating a National Joint Board for Settlement of Jurisdictional Disputes. Applicable ☐ Not Applicable ☒ (check one)

C. The Contractor shall provide the Subcontractor with written notice of the amount of the final payment to be made hereunder and the manner in which the same is calculated. Within twenty (20) days after receipt of such notice the Subcontractor shall provide the Contractor with either written notice of any objections the Subcontractor may have hereto or written acceptance thereof. If no such written objections are received by the Contractor within the time specified, the Subcontractor shall have no claim under this Subcontract for compensation in excess of the amount of the final payment as set forth in the written notice furnished by the contractor.

D. If arbitration of disputes is provided for in the General Contract, any disputes arising between the Contractor and the Subcontractor under this Subcontract shall be settled by arbitration in the manner provided for in the General Contract.

E. This Subcontract constitutes the entire agreement between the parties and supersedes all prior proposals and agreements.

IN WITNESS WHEREOF, The Contractor and Subcontractor have hereunto set their hands and seals the day and year first about written.

(SEAL)

Fargo Electric Construction
(Contractor)

By: [Signature]
(Signature)

Project Manager
(Title)

(SEAL)

OPP Construction
(Subcontractor)

By: [Signature]
(Signature)

Gen. Manager
(Title)



P.O. Box 2871
Fargo, ND 58108-2871
Business - 701.281.1212
Fax - 701.277.8005

Proposal

Date: 8/3/2023

Re: 23rd Ave E & Bluestem Drive 2273
City of West Fargo, ND

Opp Construction proposes the following prices on the aforementioned project.

Item No.	Description	Quantity	Unit	Unit Price	Total
202	Removal of Concrete Pavement	628.00	SY	33.50	21,038.00
202.1	Removal of Curb & Gutter	755.00	LF	11.00	8,305.00
203	Remove & Salvage Topsoil	150.00	SY	13.50	2,025.00
251	Turf Establishment & Permanent Erosion Control	1.00	L SUM	5,900.00	5,900.00
253	Hydraulic Mulch	130.00	SY	25.00	3,250.00
261	Fiber Rolls 6In	307.00	LF	10.00	3,070.00
261.1	Remove Fiber Rolls 6In	307.00	LF	9.00	2,763.00
302	Aggregate Base Course CL 5	19.00	CY	92.00	1,748.00
550	8IN Non Reinf Concrete Pvmt CI AE-Doweled	628.00	SY	200.00	125,600.00
702	Mobilization	1.00	L SUM	9,000.00	9,000.00
708	Inlet Protection - Special	6.00	EA	300.00	1,800.00
708.1	Remove Inlet Protection - Special	6.00	EA	75.00	450.00
748	Curb & Gutter Knockdown	88.00	LF	85.00	7,480.00
748.1	Curb & Gutter Highback 30In	108.00	LF	82.00	8,856.00
750	Sidewalk Concrete 4In	91.00	SY	125.00	11,375.00
750.1	Sidewalk Concrete 5In	81.00	SY	135.00	10,935.00
750.2	Concrete Median Nose Paving	14.00	SY	270.00	3,780.00
750.3	Detectalbe Warning Panels	112.00	SF	62.00	6,944.00
TOTAL					234,319.00

Notes:

- Payment based on actual quantities installed.
- Proposal assumes all work is completed in 2024
- Proposal based on items and quantities listed above.
- Price reflects one mobilization only.
- Retainage to be withheld at owners contract values
- Proposal good for 10 days
- All items are tied and will not be split unless we are contacted prior to doing so.

Excludes:

- Staking, Surveying, or Material Testing
- Traffic Control or Flagger(s).
- Pavement Markings
- SWPP Permitting or paperwork.
- Castings or adjusting rings. Items in our work to be +/- 2" of final grade before we begin. We will make final adjustment to those items.
- ALL costs associated with cold weather or minimum load charges for weight restricted roads.
- Costs associated with modifications or supplementary insurance requirements.
- Private utility locates.
- Permits
- Bond - add 2% if required
- A copy of this proposal is to become part of the contract.
- Costs and/or delays out of our control including but not limited to acts of god, suspensions, pandemic, force majeure, etc.

Respectfully Submitted,

L. Strum

Lance Strum
Sr. Project Manager
Opp Construction

The above prices, specifications and conditions are satisfactory and are hereby accepted you are authorized to do the work as specified. Payment will be made as outlined above.

[Signature]

Signature

Date of Acceptance

OppConstruction.com

Offices in Grand Forks & Fargo

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”), dated as of 28th, 2024, is by and between Sun Electric, Inc. (“**Buyer**”), and Fargo Electric Construction, Inc. (“**Seller**”). Buyer and Seller are each referred to in this Agreement as a “**Party**” and, together, as the “**Parties**”.

RECITALS

A. The Parties entered into that certain Asset Purchase Agreement, dated as June 28 2024 (the “**Purchase Agreement**”), pursuant to which, among other things, Seller agreed to assign and delegate to Buyer, and Buyer agreed to assume from Seller, the Assumed Liabilities, the Lease, and the Assigned Contracts that are set forth on **Exhibit 1.03(a) and 1.03(b)** attached hereto (collectively, the “**Assumed Contracts**”), subject to the terms and conditions of the Purchase Agreement.

B. The Parties are entering into this Agreement in order to evidence the assumption of the Assumed Liabilities, the Lease, and the Assigned Contracts by Buyer from Seller, subject to the terms and conditions of the Purchase Agreement.

AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

1. Subject to the terms and conditions set forth in the Purchase Agreement, including **Section 1.03** of the Purchase Agreement, Seller hereby assigns and delegates to Buyer, and Buyer hereby assumes from Seller, the Assumed Liabilities, the Lease, and the Assigned Contracts.

2. This Agreement is entered into pursuant to the Purchase Agreement and is subject to its terms and conditions. Nothing in this Agreement shall impair or expand any of the Parties’ representations, warranties, covenants, agreements, or indemnities set forth in the Purchase Agreement, none of which are superseded by this Agreement, and all of which remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

3. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Dakota without giving effect to any choice or conflict of law provision or rule (whether of the State of North Dakota or any other jurisdiction).

5. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF NORTH DAKOTA AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH IN THE PURCHASE AGREEMENT SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

6. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS **SECTION 6**.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8. Capitalized terms used, but not defined, in this Agreement have the meanings given to such terms in the Purchase Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Fargo Electric Construction, Inc.

By: [Signature]
Name: Harold Chyle
Title: President

Sun Electric, Inc.

By: [Signature]
Name: Steve Dosch
Title: Vice President

June 26, 2024

City of West Fargo
800 – 4th Avenue East
West Fargo, ND 58078

Re: Fargo Electric Construction, Inc.
Fargo, ND
Project 2273 – Traffic Signal Installation
Bond No. 54255587

To Whom It May Concern:

The purpose of this letter is to confirm that United Fire & Casualty Company understands that Fargo Electric has entered into an asset transfer agreement with Sun Electric with an effective date of July 1, 2024. Fargo Electric and Sun Electric have common ownership and Sun Electric will assume Fargo Electric's contract on the above project. United Fire consents to this transfer and understands the bond remains valid until otherwise fully completed and released by the obligee.

If you have any questions or comments, please feel free to contact United Fire & Casualty Co. at (866) 791-1192.

Sincerely,



Gunner Tranel
Sr. Surety Underwriter
United Fire & Casualty Co.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURE FORWARD 5650 37th Ave S Fargo ND 58104		CONTACT Diane Henricks NAME: PHONE (A/C, No, Ext): (701) 293-9540 FAX (A/C, No): (701) 293-3338 E-MAIL diane.henricks@insureforward.com ADDRESS:	
INSURED Sun Electric Inc. 411 39th St NW Fargo ND 58102		INSURER(S) AFFORDING COVERAGE INSURER A: Western National Assurance Co NAIC # 24465 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL23122617053 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ ND Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CPP1128319	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 ND Stop Gap \$ 1M/1M/1M
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CPP1128279	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UMB1021060	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1016709(MN SD MT IA WI IL)	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Contractors' E&O			CPP1128325 / CPP1128319	01/01/2024	01/01/2025	Rented Limit/Ded \$316,000/\$500 E&O Limit/Ded \$100,000/\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project NO. 2273 - Traffic Signal Installation

CERTIFICATE HOLDER

City of West Fargo 800 4th Avenue East West Fargo ND 58078
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE Diane Henricks

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sun Electric, Inc	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 411 39th Street NW	Requester's name and address (optional)
	6 City, state, and ZIP code Fargo, ND 58102	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	
Social security number [] [] [] - [] [] - [] [] [] [] or Employer identification number 4 5 - 0 4 5 1 0 7 3	

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person ► <i>[Signature]</i> Date ► <i>6-18-2024</i>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING CONSENT TO ASSIGNMENT AGREEMENT

WHEREAS, on September 5, 2023, the contract for electrical work relating to Project No. 2273 – New Traffic Control System, Street Reconstruction, and Incidentals, was awarded to Fargo Electric Construction, Inc.; and

WHEREAS, Fargo Electric Construction, Inc., has since been purchased by Sun Electric, Inc.; and

WHEREAS, the City has received the necessary transfer documents from Sun Electric, Inc., including a signed Consent to Assignment Agreement.

NOW, THEREFORE, the City hereby approves the attached Consent to Assignment Agreement with Sun Electric, Inc., and authorizes the City Commission President and City Administrator/Auditor to sign the same.

Dated July 15, 2024.

APPROVED:

President of the Board of City
Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote, the following Commissioners voted aye: _____
_____. The following Commissioners voted nay: _____. The following Commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

☐ Bingo ☐ Raffle ☒ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group United Way of Cass-Clay		Dates of Activity (Does not include dates for the sales of tickets) August 28, 2024	
Organization or Group Contact Person Tiffany McShane	E-mail tmcshane@unitedwaycassclay.org	Telephone Number 701-532-4603	
Business Address 4351 23rd Avenue South	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different) P.O. Box 1609	City Fargo	State ND	ZIP Code 58107

SITE INFO

Site Name Light Consulting - Fiesta 4 Impact Fundraiser for United Way		County Cass	
Site Physical Address 3308 Oak Ridge Pond Way East	City West Fargo	State ND	ZIP Code 58078
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 4 Raffle boards available during the Fiesta 4 Impact fundraiser for United Way on Wednesday, August 28, 2024 with drawing post event that afternoon.			

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	Package 1: Dale Carnegie Course Registration	2,200.00
Raffle Board	Package 2: Mojo Fit & Moonglade Gifts / Package 3: Faith Forward Tickets	845.00
Raffle Board	Package 3: One-Week Stay in Lake Havasu	3,000.00
Total (limit \$40,000 per year)		\$ 6,045.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Will benefit United Way towards Preventing Hunger & Homelessness, Preparing Kids to Succeed, and Strengthening Families.	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) ☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☐ Yes ☒ No	

Printed Name of Organization Group's Permit Organizer Karla Isley	Telephone Number 701-237-5050	E-mail Address kisley@unitedwaycassclay.org
Signature of Organization Group's Permit Organizer 	Title President & CEO	Date Jul 9, 2024



Appointment of Deputy Auditor

Pursuant to N.D.C.C. § 40-16-02, I duly appointed and acting City Auditor of City of West Fargo, hereby appoint Nick Lee as the Deputy West Fargo City Auditor.

Dustin T. Scott
City Administrator/Auditor
City of West Fargo

I hereby accept the appointment of Deputy West Fargo City Auditor.

Nick Lee
Senior Director of Administrative Services/City Assessor/Deputy Auditor
City of West Fargo

The West Fargo City Commission consented to this appointment on July 15, 2024.

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Aaron Nelson, Planning Director
2. PHONE NUMBER: 701-515-5370 DATE: July 10, 2024
3. AGENDA TITLE: A24-19 Zoning Ordinance Amendment to Title IV regarding
Planned Unit Developments (PUDs), Approval of First Reading of Ordinance
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Targeted improvements to Title IV zoning & subdivision ordinances were identified
as a priority short-term project within the West Fargo Planning Needs Assessment
Action Plan in 2023. As part of these ongoing efforts to update specific portions of
the City's development regulations, the proposed zoning ordinance amendment
seeks to clarify the City's approval process and standards for Planned Unit
Developments (PUDs). The Planning & Zoning Commission recommended
approval of the proposed ordinance amendment at their June 11, 2024 meeting. A
public hearing was held at the July 1, 2024 meeting of the City Commission, at
which this item was tabled to the July 15, 2024 meeting.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable): N/A
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve First Reading of the Ordinance Amendments: (Ordinance No. 1239)

STAFF REPORT

A24-19 Zoning Ordinance Amendments	
Zoning Ordinance Amendment to §4-432 and 4-460 regarding Planned Unit Developments (PUDs)	
Applicant: City of West Fargo	Staff Contact: Aaron Nelson
Planning & Zoning Commission Introduction:	May 14, 2024 – (discussion only)
Planning & Zoning Commission Public Hearing:	June 11, 2024 – Approval
City Commission Public Hearing & 1 st Reading	July 1, 2024 – Tabled to July 15, 2024
City Commission 1 st Reading	July 15, 2024
City Commission 2 nd Reading	

PURPOSE:

Amendments to Section 4-432 and 4-460 of Title IV Zoning Ordinance regarding Planned Unit Developments (PUDs)

DISCUSSION AND OBSERVATIONS:

- Targeted text amendments to Title IV zoning & subdivision ordinances were identified as a short-term project need within the West Fargo Planning Needs Assessment Action Plan in 2023. Section 4-432 “PUD” or *Planned Unit Development* was identified as needing attention mainly due to multiple areas of ambiguity in terms of approval procedure and PUD regulatory documentation.
- The Planned Unit Development (PUD) is unique in that it is both a zoning district as well as a type of development plan. PUD zoning districts are inextricably linked to corresponding PUD development plans (i.e., “Concept Plans” and “Detailed Development Plans”) in that no rights of development apply to a PUD district other than those expressly included in the approved PUD development plans.
- While the overall intent and purpose of the PUD remains the same, staff is proposing modification in order to emphasize the public benefit for PUD proposals, streamline the manner in which they are reviewed and approved, and clarify the standards and documentation which establish and constitute an approved PUD
- The PUD regulations of Section 4-432 are proposed to be modified in the following ways:
 - Modification of approval process – having City Commission approve the Concept Development Plan and Planning & Zoning Commission approve the Detailed Development Plan, as opposed to vice versa. (The attached graphic illustrates the existing and proposed PUD approval process.)
 - Additional requirements for applicants to demonstrate public benefit of proposed PUD.
 - Specification of which standards are eligible for modification by PUD, and which are not.
 - Addition of standard review criteria of approval for PUD Detailed Development Plan.
 - Clarification of how phased PUDs and PUD amendments are handled.
 - Clarification of how the Sign Code is applied within PUD districts.
- The specific revised version of Section 4-432 is attached along with the current version of Section 4-432 for comparison.
- In addition to the proposed modifications to the PUD ordinance, staff will also be updating corresponding administrative practices. Namely, that the PUD rezoning

STAFF REPORT

ordinance will be used to memorialize the specific development standards for the PUD.

The PUD rezoning ordinance will specify:

- 1) the “baseline” zoning standards for the PUD,
- 2) the specific deviations from the baseline zoning standards that are approved by the PUD, and
- 3) either a copy of the Concept Development Plan or reference to the specific Commission agenda packet where the official copy can be found.

NOTICES:

Sent to: Notice in the newspaper and to City Departments

Comments Received:

- None Received

PLANNING & ZONING COMMISSION RECOMMENDATION:

At their June 11, 2024 meeting, the West Fargo Planning & Zoning Commission voted to recommend approval of the proposed amendments to Title IV as presented on the basis that the proposed amendments do not make major substantive changes to the existing regulations and that the proposed ordinance amendments and are consistent with the comprehensive plan.

RECOMMENDATION:

It is recommended that the City approve the proposed amendments to Title IV as presented on the basis that the proposed amendments do not make major substantive changes to the existing regulations and that the proposed ordinance amendments and are consistent with the comprehensive plan.

Attachments:

- Proposed PUD Standards
- Existing PUD Standards
- Ordinance No. 1239
- Approval process comparison graphic



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4-432 "PUD" or Planned Unit Development

4-432.1 Overview & Intent

- A. A Planned Unit Development (PUD) is both a zoning district as well as a development plan. PUD districts are inextricably linked to PUD development plans (Concept Plans and Detailed Development Plans) in that no rights of development apply to a PUD district other than those expressly included in the approved PUD development plans.
- B. The PUD district is established to allow greater development design flexibility than would otherwise be allowed through strict application and interpretation of the standards and requirements of this Title IV. This flexibility is offered to:
 - 1. Promote innovative development that achieves higher standards of site and building design;
 - 2. Encourage sustainable development that conserves energy, materials, and makes efficient use of land;
 - 3. Preserve and enhances desirable site characteristics such as natural topography, scenic features and open spaces;
 - 4. Allow a mixture of land uses that might not otherwise be permitted in a single district;
 - 5. Provide the developer reasonable assurance of project approval before extensive expenditure on project design costs, while providing City officials with assurances that the project will retain the character envisioned at the time of approval.
- C. The benefits offered to the city in exchange for the flexibility allowed by approval of a PUD are intended to be significant enough to justify the modifications of the standards required under baseline district regulations. These benefits may include but are not limited to:
 - 1. Implementation of City goals or initiatives as identified within the Comprehensive Plan.
 - 2. Efficient use of public services and infrastructure.
 - 3. High-quality site and/or building design, that features best practices for such things as on-site storm water management, green building materials, or enhanced water and/or energy efficiency;
 - 4. Development that features a high-quality mix of housing types to promote enhanced housing choice and affordability;
 - 5. Preservation and/or protection of areas of significant natural resources (e.g., wetlands, wildlife habitat, stands of mature trees), beyond the requirements of the baseline zoning regulations;
 - 6. A mix of uses that supports a complete neighborhood, and features compact design to enable walkability;
 - 7. Enhanced amenities, such as community gathering areas, open space, parkland, connections to/provision of walking and biking trails;
 - 8. Provide for appropriate transitions between differing land uses.

4-432.2 General Provisions

A. Applicability

A PUD may be requested on any parcel that meets the minimum land area requirement described in subsection 4-432.2.C below, where particular design, dimensional, or use combinations cannot be accommodated by any of the City's conventional base zoning districts. A PUD shall not be used to pursue a site-specific solution for a single issue that can be resolved through an administrative procedure authorized under this title, such as a rezoning, CUP, or subdivision.

B. Authority to Initiate Application

A PUD application may only be filed in the name(s) of the recorded owner(s) of property included in the development, or by holder(s) of an equitable interest in the property. However, before approval of a PUD can be obtained, the applicant must show evidence of full ownership interest in the land (legal title or the execution of a binding sales agreement).

C. Minimum Land Area Required

The tract of land for which a PUD is proposed shall be a minimum of 2 acres. Areas of less than 2 acres may be considered if the applicant can show that waiving the minimum land area requirement is in the public interest, and that at least one of the following conditions is met:

1. Unusual physical features of the site or the surrounding neighborhood are such that development under a standard zoning district would not conserve the unique physical features of the site or would not allow functional or environmental compatibility with the surrounding neighborhood.
2. The site is adjacent to an area which has been developed under the provisions of a PUD District and will contribute to the amenities and functionality of the neighborhood.
3. The site is part of an urban redevelopment and/or spot renewal program, provided it does not conflict with the nature of the surrounding neighborhood.

D. Designation of Baseline Zoning Standards

A PUD application must specify which one of the city's current zoning districts most closely relates to the proposed development. The selected zoning district standards shall be used to establish the baseline zoning standards for the PUD. Additionally, the PUD application shall specify each instance in which a variation from the baseline zoning district standards is proposed, along with the type or extent of variation being requested. Where a request to vary from a standard is not specifically included in the PUD application, the baseline district standard shall apply.

E. Variations to Standards

A PUD may be used to request variations to the following standards:

1. Permitted Uses
Any use may be requested as a permitted use or conditional use within the PUD, even when it would not be allowed in the baseline zoning district.
2. Dimensional Standards
Any dimensional standard, or combination of dimensional standards, including minimum lot size, setbacks, lot coverage limits, and maximum height.
3. Development and Design Standards
Building design requirements, or development standards including §4-440 Supplementary District Regulations and §4-450 Off-Street Parking and Loading Regulations.
4. Overlay Zoning District Standards
Any requirement or standard of the corridor overlay zoning districts, other than the CO-SR (Sheyenne River Corridor Overlay) district.
5. Limitations
A PUD may not be used:
 - a. For the primary purpose of increasing the allowed density of the baseline zoning district. In such a case, a rezoning shall be required.
 - b. To request exemption from providing required public improvements such as streets, sidewalks, water, sanitary sewer and stormwater management infrastructure.
 - c. To request exemption from providing required application information, or to vary from compliance with standard application procedures.
 - d. To modify the standards of the CO-SR (Sheyenne River Corridor Overlay) district.
 - e. To modify applicable sign code regulations of §4-460.

4-432.3 Review and Approval Procedure

The PUD approval process shall be undertaken in two stages. The first stage includes approval of the PUD Concept Develop Plan in conjunction with approval of a rezoning to the PUD zoning district. The second stage includes approval of the PUD Detailed Development Plan. No rights of development are conveyed by the PUD until both of these stages are complete, as outlined by this ordinance.

A. Approval of PUD Concept Plan and Zoning District

The applicant shall submit to the City Planner an application for a PUD, along with proposed PUD Concept Plan, associated designs, sketches, basic site information, and an explanation of how the proposal contributes to general development objectives for the area and its relation to the policies of the City. The Planning and Zoning Commission shall review the PUD application and the Concept Plan for the total area of the proposed PUD, prior to final approval by the City Commission. In addition to the approval process outlined below, the standards of §4-540 also apply in relation to the establishment of the PUD zoning district.

1. **Application Submittal for PUD Concept Plan and Zoning District**
 - a. The PUD application form shall be established by the City Planner and shall include at a minimum the following items:
 - (1.) A statement specifying the baseline zoning district proposed for the project, and a list of all standards of the baseline district that the PUD proposes to vary, along with a description of the extent of variation that is being requested.
 - (2.) A comprehensive description of the community benefit(s) the development will provide in exchange for flexibility from baseline zoning district standards and a list of any features and/or additional development standards proposed to be incorporated into the PUD to help achieve the community benefit(s).
 - b. The Concept Plan shall include:
 - (1.) A legal description of the property.
 - (2.) A narrative statement describing the general character of the intended development.
 - (3.) An accurate map of the project area showing the site and its proposed land uses, and the adjacent properties and their present or projected land uses.
 - (4.) The pattern of proposed land uses including the shape, size, and arrangement of proposed use areas, density, and environmental character.
 - (5.) The pattern of public and/or private streets.
 - (6.) Proposed open space and public sites.
 - (7.) Preliminary number, size, and concept of the proposed structures within each area.
 - (8.) A preliminary schedule of the anticipated sequence of sub-area development for the entire site area included in the PUD. (See §432.3.C for phased development requirements.)
 - c. Where applicable, a written statement outlining the ownership and maintenance responsibility of the common open spaces, access streets, roads, shared utilities and recreation areas and documentation of this responsibility. This may include a written agreement with the City of West Fargo providing that should the improvements set forth in the Concept Development Plan fail to be completed within eighteen (18) months after the initiation of construction, then and in that event the City of West Fargo shall be authorized to provide for the installation of the required improvements. The installation of improvements shall be paid for by utilization of and the levy of special assessment process, and as part of the agreement, the developer and any associated parties waive any rights to protest the special assessment.

- d. Coordination with Other Regulations:
 - (1.) PUD districts are not exempt from applicable overlay zoning districts. Nevertheless, some individual overlay zoning district standards may be modified in accordance with §4-432.2.E.
 - (2.) If the PUD request applies to a parcel that has not been subdivided, subdivision review shall be carried out simultaneously with the review of a PUD zoning application. Development plans submitted under this article shall be in a form which will satisfy the requirements of the subdivision regulations for preliminary and final plats.

2. Staff Review

Upon receipt of a complete application, the City Planner and applicable review agencies shall review the application. The City Planner shall prepare a staff report that reviews the application in relation to the Comprehensive Plan, the standards of and purpose of this Ordinance, and all other applicable requirements.

3. Planning and Zoning Commission Review

- a. Public Hearing

A public hearing shall be held before the Planning and Zoning Commission after notice of the time and place has been published in the City's official newspaper for two consecutive weeks prior to the date of the public hearing.
- b. Planning and Zoning Commission Recommendation

Following a public hearing, the Planning and Zoning Commission may recommend to the City Commission approval, approval with conditions, or denial of the application upon consideration of the Comprehensive Plan, the standards of and purpose of this Ordinance, and all other applicable requirements.

4. City Commission Review

- a. Public Hearing

A public hearing shall be held before the City Commission after notice of the time and place has been published in the City's official newspaper for two consecutive weeks prior to the date of the public hearing.
- b. City Commission Decision

The City Commission may approve or deny the application upon consideration of the Comprehensive Plan, the standards of and purpose of this Ordinance, and all other applicable requirements.

5. Effect of Approval of PUD Concept Plan

- a. City Commission approval of the PUD Concept Plan and PUD zoning district shall establish the basic right to use the area in conformity with the application and Concept Plan as approved. However, this right is conditioned upon final approval of the accompanying Detailed Development Plan by the Planning & Zoning Commission, and shall not

make permissible any development prior to that Commission's formal approval of the Detailed Development Plan.

B. Approval of PUD Detailed Development Plan

The Planning & Zoning Commission shall give final approval to the PUD Detailed Development Plan for overall site development, or for sub-areas of a phased PUD development.

1. Application Submittal for Detailed Development Plan

In order to secure final approval and designation as a PUD for a proposed site, the applicant shall submit to the City Planner:

- a. The PUD Detailed Development Plan application.
- b. A Detailed Development Plan of the entire site or for any area/sub-areas that will be developed upon approval of the Detailed Development Plan, which shall include:
 - (1.) A copy of the development's approved subdivision plat including lot lines, easements, public rights-of-way, etc.
 - (2.) Detailed site plan(s) and construction documents illustrating:
 - (a) Size, location, and arrangement of buildings including lot size, building spacing, setbacks, yards, etc.
 - (b) Parking areas, private and public streets, sidewalks, and other transportation facilities, including specification of pavement materials.
 - (c) Landscaping, screening, and final ground contours.
 - (d) Common open spaces and/or recreation areas.
 - (e) Sewer, water, and other utility lines.
 - (f) Garbage, dumpster, or refuse collection locations.
 - (g) Proposed signage.
 - (h) Building elevations.

2. PUD Detailed Development Plan Review Criteria

A PUD Detailed Development Plan may be approved by the Planning & Zoning Commission if it is determined by the Commission to be in substantial compliance with the approved PUD Concept Plan. The PUD Detailed Development Plan may be deemed to be in substantial compliance with the

PUD Concept Plan so long as, when compared with the PUD Concept Plan, it does not result in:

- a. An increase in project density or intensity, including the number of housing units per acre or the amount of nonresidential floor area per acre;
- b. A change in the mix of housing types or the amount of land area devoted to nonresidential uses;
- c. A reduction in the amount of open space;
- d. Any change to the vehicular system that results in a significant change in the amount or location of streets, common parking areas, and access to the PUD;
- e. Any change determined by the Planning & Zoning Commission to represent an increase in development intensity; or
- f. A substantial change in the layout of buildings.

3. Staff Review

Upon receipt of a complete application, the City Planner and applicable review agencies shall review the application. The City Planner shall prepare a staff report that reviews the application in relation to the PUD Detailed Development Plan review criteria and all other applicable development standards.

4. Planning & Zoning Commission Review

The Planning & Zoning Commission shall approve or deny the application upon consideration of the PUD Detailed Development Plan review criteria and all other applicable development standards.

5. Effect of Approval & Expiration of Approval

Approval of a PUD Detailed Development Plan shall confer upon the applicant the right to develop the subject property in accordance with the approved PUD Detailed Development Plan.

The right to develop in accordance with an approved PUD Detailed Development Plan shall lapse and be of no further effect if construction of the PUD does not start within two (2) years of the effective date of approval of the PUD Detailed Development Plan or within the time-frame established by the City Commission during approval of the PUD Concept Plan, whichever is greater. In the event of such lapse of approval:

- a) the PUD Detailed Development Plan shall be of no effect, and a new PUD Detailed Development Plan will need to be approved in accordance with this ordinance, prior to development.
- b) the Planning and Zoning Commission may initiate action to rezone the land from the PUD zoning district.

6. Appeal of Decision

Upon denial of an application for PUD Detailed Development Plan by the Planning & Zoning Commission, an applicant may appeal the decision to the Board of Adjustment in accordance with §4-560. Such appeal shall be made by the applicant within 10 days of denial by the Planning & Zoning Commission.

C. **Phased Development Plans**

Large or complex PUD projects may be proposed in phases over a period of time, or when a development consists of multiple properties that are initially under different ownership prior to development. In such an event, the applicant may seek approval for the entire project based on a Concept Plan, then follow up with a Detailed Development Plan for each subsequent sub-area at a later date, according to the following procedures.

1. The applicant shall initially submit a PUD application and Concept Plan that includes the entire final area of the project.
2. The application shall state that the Concept Plan is associated with a phased development, and that Detailed Development Plans will be submitted sequentially, according to the proposed preliminary schedule of sub-area development for the entire site area.
3. The PUD rezoning application and Concept Plan shall be reviewed and approved according to the procedure described in §4-432.3.A, *Approval of PUD Concept Plan and Zoning District*.
4. Each successive phase of development shall then submit and receive approval of a Detailed Development Plan, according to the procedure described in §4-432.3.B, *Approval of PUD Detailed Development Plan*, prior to proceeding with construction.

4-432.4 Amendments

Amendments to approved PUD Concept Plans, Detailed Development Plans, and PUD zoning districts, may be approved in the same manner as provided for in §4-432.3.

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4-460. SIGN REGULATIONS

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4-460.9 General District Regulations.

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4. "PUD" Districts. In "Planned Unit Development" Districts, sign restrictions shall be based upon the ~~baseline zoning district designated for the individual uses and structures contained in the development. If no baseline zoning district has been established,~~ signs shall be in compliance with the restrictions applied in the most restrictive zoning district in which the use is allowed. Signs considered to be off-premise signs must:

- a) meet the requirements set forth above for on-premise signs ~~for the most restrictive zoning district in which the use is allowed,~~
- b) must be limited to advertising businesses located within the same PUD District, and
- c) the off-premise signs must be a permissive use in the PUD District.

5. "CO" District. In addition to the sign restrictions stated above, the following restrictions shall apply:

* * * * *

c. In underlying PUD District, on-premise signs shall be permitted according to the provisions of the underlying district and the provisions of this section, the most restrictive provisions prevailing. Off-premise signs in the underlying PUD District must:

- a) meet the requirements set forth above for on-premise signs,
- b) must be limited to advertising businesses located within the same PUD District, and
- c) the off-premise signs must be a permissive use in the PUD District.

4-432. "PUD" DISTRICT FOR PLANNED UNIT DEVELOPMENT DISTRICT

4-432.1. Statement of Intent. The provisions of the PUD District are established to provide comprehensive procedures and standards designed to allow greater flexibility, uniqueness, innovative design and energy conservation in the development or redevelopment of areas of the community by developing adjacent to, or by incorporating within a mixture of densities/intensities or use types. The benefits of the PUD are intended to be significant as to warrant modifications of the standards required under other district regulations. These provisions are further intended to promote conservation and more efficient use of land, higher standards of site and building design and the preservation and enhancement of desirable site characteristics such as natural topography, scenic features and open spaces. It is also intended that these provisions will give the developer reasonable assurance of ultimate approval before expending complete design monies while providing City officials with assurances that the project will retain the character envisioned at the time of concurrence.

Source: Ord. 476, Sec. 1 (1994).

4-432.2. Permitted Uses. Any use which is permitted by this ordinance within the residential, commercial or industrial districts shall be considered as potentially allowable within a PUD District.

Source: Ord. 476, Sec. 2 (1994).

4-432.3. Who May Apply--Ownership Requirements. An application for approval of a PUD shall be filed in the name(s) of the recorded owner(s) of property included in the development. However, the application may be filed by holder(s) of an equitable interest in such property. Before approval of a plan can be obtained, the applicant must show evidence of full ownership interest in the land (legal title or the execution of a binding sales agreement). The entire project must be in single ownership by the time the final development plan can be approved.

4-432.4. Minimum Areas Generally Required. The tract of land for which a PUD project is proposed shall be a minimum of 2 acres. Areas of less than 2 acres may qualify as a PUD project if the applicant can show that the waiving of this requirement is in the public interest and that at least one of the following conditions is met:

- a. Unusual physical features of the site or the surrounding neighborhood are such that development under a different zoning district would not conserve the unique physical features of the site or would not allow functional or environmental compatibility with the surrounding neighborhood.
- b. The site is adjacent to an area which has been developed under the provisions of a Planned Unit Development

District and will contribute to the amenity and functionality of the neighborhood.

- c. The site is part of an urban redevelopment and/or spot renewal program, provided it does not conflict with the nature of the surrounding neighborhood.

4-432.5. Coordination with Subdivision Regulations. It is the intent of this article that subdivision review be carried out simultaneously with the review of a Planned Unit Development and that the development plans submitted under this article be submitted in a form which will satisfy the requirements of the subdivision control regulations for preliminary and final plats.

4-432.6. Administrative Procedure. Administrative approval is to be obtained for a PUD project at two stages: (1) the Planning and Zoning Commission is to review and give preliminary approval to a Concept Development Plan for the total area of the proposed PUD District; and, (2) final approval is to be given to a Detailed Development Plan by the Planning and Zoning Commission and the City Commission for the total site development or for sub-areas of the proposed PUD District. Prior to these two steps, the prospective applicant should submit to the Planning and Zoning Commission and its staff, preliminary plans and sketches and basic site information for consideration and advise as to the relation of the proposal to general development objectives to be attained in the area and as to the policies of the Commission with reference thereto.

A. Preliminary Approval of a Planned Unit Development Project

1. The proponents of a PUD project shall submit a Concept Development Plan to the Planning and Zoning Commission.
2. The Concept Development Plan shall consist of the following:
 - a. A legal description of the property.
 - b. A statement describing the general character of the intended development.
 - c. An accurate map of the project area showing the proposed site and its proposed land uses, and the adjacent properties and their present urban or projected land uses.
 - d. The pattern of proposed land uses including the shape, size and arrangement of proposed use areas, density, and environmental character.
 - e. The pattern of public and/or private streets.

- f. Proposed open space and public sites.
- g. Preliminary number, size and concept of the proposed structures within each area.
- h. An outline for the anticipated schedule and sequence of development in terms of sub-areas for the total PUD District.
- i. Preliminary Subdivision plat.

3. Referral and Hearing

- a. On receipt of the application and the Concept Development Plan, the Planning Commission and its staff shall study the proposal to determine conformity with the City's Comprehensive Plan and the above requirements. This shall be done at the first regularly scheduled meeting of the Planning Commission.
- b. In reviewing the plan, the Planning Commission shall determine if the proposed development is consistent with the intended purposes of the PUD District, with the Comprehensive Plan, and with the overall development of the City of West Fargo. The design may provide for the modification of yards, setbacks, and height requirements, but the density, intensity of use, and lot coverage requirements for residential developments for the district as a whole shall not be reduced below that required in the R-3 District.
- c. The Planning Commission will hold a public hearing on the Concept Development Plan, after notification of the surrounding property owners, and will notify the applicant of its decision to approve, approve with modifications, or disapprove the plan.
- d. Approval of the rezoning and the related Concept Development Plan shall establish the basic right to use the area in conformity with the plan as approved, and shall be recorded as an integral component of the district regulations, but such plan is conditioned upon approval of a Detailed Development Plan, and shall not make permissible any of the uses as proposed until a Detailed Development Plan is submitted and approved for all or a portion of the Concept Development Plan.

B. Final Approval of a Planned Unit Development Project

1. In order to secure final approval and designation as a PUD District for a proposed site, the applicant will submit to the City Planning Commission a Detailed Development Plan of any or all of the agreed to site sub-areas.
2. The Detailed Development Plan for any or all PUD District shall consist of the following:
 - a. A final subdivision plat including lot lines, easements, public rights-of-way, etc.
 - b. A map of the site illustrating the following:
 - (1) Size, location and arrangement of buildings including building spacing, setbacks, yards, etc.
 - (2) Parking areas, private and public streets, sidewalks, and other transportation facilities.
 - (3) Landscaping, screening and final ground contours,
 - (4) Common open spaces and/or recreation areas.
 - (5) Sewer, water, and other utility lines.
 - c. Where applicable, a written statement outlining the ownership and maintenance responsibility of the common open spaces and recreation areas and documentation of this responsibility.
 - d. A written agreement with the City of West Fargo providing that should the improvements set forth in the illustration above fail to be completed within 18 months after the initiation of construction, as provided for in Subsection 5 below, then and in that event the City of West Fargo shall be authorized to provide for the installation of said improvements. The installation of said improvements shall be paid for by utilization of the special assessment process, for such cases made, and the developer so involved shall, as a part of the agreement waive any rights s/he might otherwise have to protest said special assessments.

3. The proponents of the PUD project shall secure the final approval for the designated section of the PUD area from the Planning Commission and the City Commission.
 4. Upon approval of the Planning Commission and the City Commission, the Detailed Development Plan is attached to and is part of the ordinance establishing the zoning designation of the land. The Detailed Development Plan is the document on which building permits and other City development approvals are issued. The City Building Inspectorate is not authorized to issue permits for improvements which are not indicated on the approved plan.
 5. Construction of the PUD shall be started within 2 years from the effective date of approval of the plan by the City Commission. Failure to begin the development within 2 years shall automatically void the development plan and another detailed development plan must be submitted and approved prior to any development of the property.
- C. Establishing Zoning in Advance of Development Plans: Circumstances may arise where the planned development may be proposed in phases over a longer period of time, or the development consists of multiple properties which may be owned separately or may be sold to another party prior to development. In such an event, the proponent(s) of a PUD may seek to rezone the property initially to PUD with the consideration of the Detailed Development Plan at a later date according to the following procedures.
1. The proponents of a PUD development shall initially submit a Concept Development Plan to the Planning and Zoning Commission as outlined previously.
 2. The Planning and Zoning Commission shall hold a hearing on the proposed Concept Development Plan after notification of the surrounding property owner, and will notify the applicant of its decision to approve, approve with modifications, or disapprove the plan. Following a public hearing before and consideration by the Planning and Zoning Commission, the Commission shall submit in writing its recommendations on the proposed zoning ordinance amendment, supplement, change or modification to the City Commission within sixty (60) days after receipt thereof. Said recommendations shall include approval, disapproval or other suggestions and the reasons thereof, and a discussion of the effect of each amendment, supplement, change or modification on the

Comprehensive Plan. Said recommendations shall be of an advisory nature only.

3. After receipt of the recommendation on any zoning ordinance amendment from the Planning and Zoning Commission, or in any event of the failure of the Planning and Zoning Commission to so report, within ninety (90) days from the time of referral of the proposed amendment to the Planning and Zoning Commission, the Board of City Commissioners shall hold a public hearing, after which the proposed amendment may be passed. If a protest against a change, supplement, modification, amendment, or repeal is signed by the owners of twenty per cent or more:
 - a. Of the area of the lots included in such proposed change; or
 - b. Of the area adjacent, extending one hundred fifty feet (45.72 meters) from the area to be changed, excluding the width of streets or other public right-of-way, the amendment shall not become effective except by the favorable vote of three-fourths of all the members of the City Commission. All protests must be filed with the City Auditor, in writing, prior to the time set for the hearing.
 - c. Upon establishment of any regulation, restriction, or boundary hereunder the governing body of West Fargo shall file a certified copy thereof with the City Auditor and shall cause notice of the same to be published in the official newspaper of the City. Said notice shall describe the nature, scope, and purpose of the regulation, restriction, or boundary, and shall state the times at which it will be available to the public for inspection and copying at the Office of the City Auditor.
4. PUD Amendment: Prior to any building permit for development within the PUD, the proponent of a project shall submit to the Planning and Zoning Commission an application and Detailed Development Plans for the property as outlined previously, which will be considered a PUD Amendment. The Planning and Zoning Commission shall hold a hearing on the proposed PUD Amendment after notification of the surrounding property owners, and will notify the applicant of its decision to approve, approve with modifications, or disapprove the plan. The PUD Amendment shall be reviewed for consistency with the Comprehensive Plan and for compatibility

with characteristics of other uses within the designated PUD area and other uses in the adjoining areas. Following a public hearing before and consideration by the Planning and Zoning Commission, the Commission shall submit in writing its recommendations on the proposed PUD Amendment to the City Commission. Said recommendations shall include approval, disapproval or other suggestions and the reasons thereof, and a discussion of the effect of the PUD Amendment on the Comprehensive Plan. Said recommendations shall be of an advisory nature only.

5. After receipt of the recommendation from the Planning and Zoning Commission, the City Commission shall review the Detailed Development Plan for the PUD Amendment and approve, approve with modifications or conditions, or deny the request. The Detailed Development Plan is attached to and is part of the Zoning designation of the property. The Detailed Development Plan is the document on which building permits and other City development approvals are issued. The City Building Inspector is not authorized to issue permits for improvements which are not indicated on the approved plan.
 6. A written agreement as outlined previously shall be signed, which includes terms and conditions for the development and provides for installation of improvements as outlined previously.
- D. Amendments: Any change in the Detailed Development Plan shall first be submitted for approval to the City Planning Commission, and if, in the opinion of the Planning Commission, such change constitutes substantial alteration of the original plan, especially with regards to a change in land use or an increase in development density or intensity, the procedure provided in Sections C.4-C.6 above shall be required.

Source: Ord, 916, Sec. 41 (2012)

ORDINANCE NO. 1239

AN ORDINANCE TO REPEAL AND RECREATE SECTION 4-432 AND TO AMEND AND REENACT SUBSECTIONS 4 AND 5 OF SECTION 4-460.9 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO "PUD" OR PLANNED UNIT DEVELOPMENT DISTRICT, AND GENERAL DISTRICT REGULATIONS.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA:

SECTION 1. Section 4-432 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety.

~~4 432. "PUD" DISTRICT FOR PLANNED UNIT DEVELOPMENT DISTRICT~~

~~4 432.1. Statement of Intent. The provisions of the PUD District are established to provide comprehensive procedures and standards designed to allow greater flexibility, uniqueness, innovative design and energy conservation in the development or redevelopment of areas of the community by developing adjacent to, or by incorporating within a mixture of densities/intensities or use types. The benefits of the PUD are intended to be significant as to warrant modifications of the standards required under other district regulations. These provisions are further intended to promote conservation and more efficient use of land, higher standards of site and building design and the preservation and enhancement of desirable site characteristics such as natural topography, scenic features and open spaces. It is also intended that these provisions will give the developer reasonable assurance of ultimate approval before expending complete design monies while providing City officials with assurances that the project will retain the character envisioned at the time of concurrence.~~

~~4 432.2. Permitted Uses. Any use which is permitted by this ordinance within the residential, commercial or industrial districts shall be considered as potentially allowable within a PUD District.~~

~~4 432.3. Who May Apply Ownership Requirements. An application for approval of a PUD shall be filed in the name(s) of the recorded owner(s) of property included in the development. However, the application may be filed by holder(s) of an equitable interest in such property. Before approval of a plan can be obtained, the applicant must show evidence of full ownership interest in the land (legal title or the execution of a binding sales agreement). The entire project must be in single ownership by the time the final development plan can be approved.~~

~~4 432.4. Minimum Areas Generally Required. The tract of land for which a PUD project is proposed shall be a minimum of 2 acres. Areas of less than 2 acres may qualify as a PUD project if the applicant can show that the waiving of this requirement is in the public interest and that at least one of the following conditions is met:~~

- ~~a. Unusual physical features of the site or the surrounding neighborhood are such that development under a different zoning district would not conserve the unique physical features of the site or would not allow functional or environmental compatibility with the surrounding neighborhood.~~
- ~~b. The site is adjacent to an area which has been developed under the provisions of a Planned Unit Development District and will contribute to the amenity and functionality of the neighborhood.~~

~~c. The site is part of an urban redevelopment and/or spot renewal program, provided it does not conflict with the nature of the surrounding neighborhood.~~

~~4 432.5. Coordination with Subdivision Regulations. It is the intent of this article that subdivision review be carried out simultaneously with the review of a Planned Unit Development and that the development plans submitted under this article be submitted in a form which will satisfy the requirements of the subdivision control regulations for preliminary and final plats.~~

~~4 432.6. Administrative Procedure. Administrative approval is to be obtained for a PUD project at two stages: (1) the Planning and Zoning Commission is to review and give preliminary approval to a Concept Development Plan for the total area of the proposed PUD District; and, (2) final approval is to be given to a Detailed Development Plan by the Planning and Zoning Commission and the City Commission for the total site development or for sub areas of the proposed PUD District. Prior to these two steps, the prospective applicant should submit to the Planning and Zoning Commission and its staff, preliminary plans and sketches and basic site information for consideration and advise as to the relation of the proposal to general development objectives to be attained in the area and as to the policies of the Commission with reference thereto.~~

~~A. Preliminary Approval of a Planned Unit Development Project~~

~~1. The proponents of a PUD project shall submit a Concept Development Plan to the Planning and Zoning Commission.~~

~~2. The Concept Development Plan shall consist of the following:~~

~~a. A legal description of the property.~~

~~b. A statement describing the general character of the intended development.~~

~~c. An accurate map of the project area showing the proposed site and its proposed land uses, and the adjacent properties and their present urban or projected land uses.~~

~~d. The pattern of proposed land uses including the shape, size and arrangement of proposed use areas, density, and environmental character.~~

~~e. The pattern of public and/or private streets.~~

~~f. Proposed open space and public sites.~~

~~g. Preliminary number, size and concept of the proposed structures within each area.~~

~~h. An outline for the anticipated schedule and sequence of development in terms of sub areas for the total PUD District.~~

~~i. Preliminary Subdivision plat.~~

~~3. Referral and Hearing~~

~~a. On receipt of the application and the Concept Development Plan, the Planning Commission and its staff shall study the proposal to determine~~

~~conformity with the City's Comprehensive Plan and the above requirements. This shall be done at the first regularly scheduled meeting of the Planning Commission.~~

~~b. In reviewing the plan, the Planning Commission shall determine if the proposed development is consistent with the intended purposes of the PUD District, with the Comprehensive Plan, and with the overall development of the City of West Fargo. The design may provide for the modification of yards, setbacks, and height requirements, but the density, intensity of use, and lot coverage requirements for residential developments for the district as a whole shall not be reduced below that required in the R-3 District.~~

~~c. The Planning Commission will hold a public hearing on the Concept Development Plan, after notification of the surrounding property owners, and will notify the applicant of its decision to approve, approve with modifications, or disapprove the plan.~~

~~d. Approval of the rezoning and the related Concept Development Plan shall establish the basic right to use the area in conformity with the plan as approved, and shall be recorded as an integral component of the district regulations, but such plan is conditioned upon approval of a Detailed Development Plan, and shall not make permissible any of the uses as proposed until a Detailed Development Plan is submitted and approved for all or a portion of the Concept Development Plan.~~

~~B. Final Approval of a Planned Unit Development Project~~

~~1. In order to secure final approval and designation as a PUD District for a proposed site, the applicant will submit to the City Planning Commission a Detailed Development Plan of any or all of the agreed to site sub-areas.~~

~~2. The Detailed Development Plan for any or all PUD District shall consist of the following:~~

~~a. A final subdivision plat including lot lines, easements, public rights of way, etc.~~

~~b. A map of the site illustrating the following:~~

~~(1) Size, location and arrangement of buildings including building spacing, setbacks, yards, etc.~~

~~(2) Parking areas, private and public streets, sidewalks, and other transportation facilities.~~

~~(3) Landscaping, screening and final ground contours,~~

~~(4) Common open spaces and/or recreation areas.~~

~~(5) Sewer, water, and other utility lines.~~

- ~~c. Where applicable, a written statement outlining the ownership and maintenance responsibility of the common open spaces and recreation areas and documentation of this responsibility.~~
- ~~d. A written agreement with the City of West Fargo providing that should the improvements set forth in the illustration above fail to be completed within 18 months after the initiation of construction, as provided for in Subsection 5 below, then and in that event the City of West Fargo shall be authorized to provide for the installation of said improvements. The installation of said improvements shall be paid for by utilization of the special assessment process, for such cases made, and the developer so involved shall, as a part of the agreement waive any rights s/he might otherwise have to protest said special assessments.~~
- ~~3. The proponents of the PUD project shall secure the final approval for the designated section of the PUD area from the Planning Commission and the City Commission.~~
- ~~4. Upon approval of the Planning Commission and the City Commission, the Detailed Development Plan is attached to and is part of the ordinance establishing the zoning designation of the land. The Detailed Development Plan is the document on which building permits and other City development approvals are issued. The City Building Inspectorate is not authorized to issue permits for improvements which are not indicated on the approved plan.~~
- ~~5. Construction of the PUD shall be started within 2 years from the effective date of approval of the plan by the City Commission. Failure to begin the development within 2 years shall automatically void the development plan and another detailed development plan must be submitted and approved prior to any development of the property.~~
- ~~C. Establishing Zoning in Advance of Development Plans: Circumstances may arise where the planned development may be proposed in phases over a longer period of time, or the development consists of multiple properties which may be owned separately or may be sold to another party prior to development. In such an event, the proponent(s) of a PUD may seek to rezone the property initially to PUD with the consideration of the Detailed Development Plan at a later date according to the following procedures.~~
 - ~~1. The proponents of a PUD development shall initially submit a Concept Development Plan to the Planning and Zoning Commission as outlined previously.~~
 - ~~2. The Planning and Zoning Commission shall hold a hearing on the proposed Concept Development Plan after notification of the surrounding property owner, and will notify the applicant of its decision to approve, approve with modifications, or disapprove the plan. Following a public hearing before and consideration by the Planning and Zoning Commission, the Commission shall submit in writing its recommendations on the proposed zoning ordinance amendment, supplement, change or modification to the City Commission within sixty (60) days after receipt thereof. Said recommendations shall include approval, disapproval or other suggestions and the reasons thereof, and a discussion of the effect of each amendment, supplement, change or modification on the Comprehensive Plan. Said recommendations shall be of an advisory nature only.~~

- ~~3. After receipt of the recommendation on any zoning ordinance amendment from the Planning and Zoning Commission, or in any event of the failure of the Planning and Zoning Commission to so report, within ninety (90) days from the time of referral of the proposed amendment to the Planning and Zoning Commission, the Board of City Commissioners shall hold a public hearing, after which the proposed amendment may be passed. If a protest against a change, supplement, modification, amendment, or repeal is signed by the owners of twenty per cent or more:~~

 - ~~a. Of the area of the lots included in such proposed change; or~~
 - ~~b. Of the area adjacent, extending one hundred fifty feet (45.72 meters) from the area to be changed, excluding the width of streets or other public right-of-way, the amendment shall not become effective except by the favorable vote of three fourths of all the members of the City Commission. All protests must be filed with the City Auditor, in writing, prior to the time set for the hearing.~~
 - ~~c. Upon establishment of any regulation, restriction, or boundary hereunder the governing body of West Fargo shall file a certified copy thereof with the City Auditor and shall cause notice of the same to be published in the official newspaper of the City. Said notice shall describe the nature, scope, and purpose of the regulation, restriction, or boundary, and shall state the times at which it will be available to the public for inspection and copying at the Office of the City Auditor.~~
- ~~4. PUD Amendment: Prior to any building permit for development within the PUD, the proponent of a project shall submit to the Planning and Zoning Commission an application and Detailed Development Plans for the property as outlined previously, which will be considered a PUD Amendment. The Planning and Zoning Commission shall hold a hearing on the proposed PUD Amendment after notification of the surrounding property owners, and will notify the applicant of its decision to approve, approve with modifications, or disapprove the plan. The PUD Amendment shall be reviewed for consistency with the Comprehensive Plan and for compatibility with characteristics of other uses within the designated PUD area and other uses in the adjoining areas. Following a public hearing before and consideration by the Planning and Zoning Commission, the Commission shall submit in writing its recommendations on the proposed PUD Amendment to the City Commission. Said recommendations shall include approval, disapproval or other suggestions and the reasons thereof, and a discussion of the effect of the PUD Amendment on the Comprehensive Plan. Said recommendations shall be of an advisory nature only.~~
- ~~5. After receipt of the recommendation from the Planning and Zoning Commission, the City Commission shall review the Detailed Development Plan for the PUD Amendment and approve, approve with modifications or conditions, or deny the request. The Detailed Development Plan is attached to and is part of the Zoning designation of the property. The Detailed Development Plan is the document on which building permits and other City development approvals are issued. The City Building Inspector is not authorized to issue permits for improvements which are not indicated on the approved plan.~~

~~6. A written agreement as outlined previously shall be signed, which includes terms and conditions for the development and provides for installation of improvements as outlined previously.~~

~~D. Amendments: Any change in the Detailed Development Plan shall first be submitted for approval to the City Planning Commission, and if, in the opinion of the Planning Commission, such change constitutes substantial alteration of the original plan, especially with regards to a change in land use or an increase in development density or intensity, the procedure provided in Sections C.4 C.6 above shall be required.~~

SECTION 2. Section 4-432 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby recreated and enacted to read as follows:

4-432. "PUD" OR PLANNED UNIT DEVELOPMENT DISTRICT

432.1. Overview & Intent.

- A. A Planned Unit Development (PUD) is both a zoning district as well as a development plan. PUD districts are inextricably linked to PUD development plans (Concept Plans and Detailed Development Plans) in that no rights of development apply to a PUD district other than those expressly included in the approved PUD development plans.
- B. The PUD district is established to allow greater development design flexibility than would otherwise be allowed through strict application and interpretation of the standards and requirements of this Title IV. This flexibility is offered to:
 - 1. Promote innovative development that achieves higher standards of site and building design;
 - 2. Encourage sustainable development that conserves energy, materials, and makes efficient use of land;
 - 3. Preserve and enhances desirable site characteristics such as natural topography, scenic features and open spaces;
 - 4. Allow a mixture of land uses that might not otherwise be permitted in a single district;
 - 5. Provide the developer reasonable assurance of project approval before extensive expenditure on project design costs, while providing City officials with assurances that the project will retain the character envisioned at the time of approval.
- C. The benefits offered to the city in exchange for the flexibility allowed by approval of a PUD are intended to be significant enough to justify the modifications of the standards required under baseline district regulations. These benefits may include but are not limited to:
 - 1. Implementation of City goals or initiatives as identified within the Comprehensive Plan.
 - 2. Efficient use of public services and infrastructure.

3. High-quality site and/or building design, that features best practices for such things as on-site storm water management, green building materials, or enhanced water and/or energy efficiency;
4. Development that features a high-quality mix of housing types to promote enhanced housing choice and affordability;
5. Preservation and/or protection of areas of significant natural resources (e.g., wetlands, wildlife habitat, stands of mature trees), beyond the requirements of the baseline zoning regulations;
6. A mix of uses that supports a complete neighborhood, and features compact design to enable walkability;
7. Enhanced amenities, such as community gathering areas, open space, parkland, connections to/provision of walking and biking trails;
8. Provide for appropriate transitions between differing land uses.

4-432.2. General Provisions.

- A. Applicability. A PUD may be requested on any parcel that meets the minimum land area requirement described in subsection 4-432.2.C below, where particular design, dimensional, or use combinations cannot be accommodated by any of the City's conventional base zoning districts. A PUD shall not be used to pursue a site-specific solution for a single issue that can be resolved through an administrative procedure authorized under this title, such as a rezoning, CUP, or subdivision.
- B. Authority to Initiate Application. A PUD application may only be filed in the name(s) of the recorded owner(s) of property included in the development, or by holder(s) of an equitable interest in the property. However, before approval of a PUD can be obtained, the applicant must show evidence of full ownership interest in the land (legal title or the execution of a binding sales agreement).
- C. Minimum Land Area Required. The tract of land for which a PUD is proposed shall be a minimum of two (2) acres. Areas of less than two (2) acres may be considered if the applicant can show that waiving the minimum land area requirement is in the public interest, and that at least one of the following conditions is met:
 1. Unusual physical features of the site or the surrounding neighborhood are such that development under a standard zoning district would not conserve the unique physical features of the site or would not allow functional or environmental compatibility with the surrounding neighborhood.
 2. The site is adjacent to an area which has been developed under the provisions of a PUD District and will contribute to the amenities and functionality of the neighborhood.
 3. The site is part of an urban redevelopment and/or spot renewal program, provided it does not conflict with the nature of the surrounding neighborhood.

- D. Designation of Baseline Zoning Standards. A PUD application must specify the conventional zoning district most closely related to the proposed development. The selected conventional zoning district standards shall be used to establish the baseline zoning standards for the PUD. Additionally, the PUD application shall specify each instance in which a variation from the baseline zoning district standards is proposed, along with the type or extent of variation being requested. Where a request to vary from a standard is not specifically included in the PUD application, the baseline district standard shall apply.
- E. Variations to Standards. A PUD may be used to request variations to the following standards:
1. Permitted Uses. Any use may be requested as a permitted or conditional within the PUD, even when it would not be allowed in the baseline zoning district.
 2. Dimensional Standards. Any dimensional standard, or combination of dimensional standards, including minimum lot size, setbacks, lot coverage limits, and maximum height.
 3. Development and Design Standards. Building design requirements, or development standards including §4-440 Supplementary District Regulations and §4-450 Off-Street Parking and Loading Regulations.
 4. Overlay Zoning District Standards. Any requirement or standard of the corridor overlay zoning districts, other than the CO-SR (Sheyenne River Corridor Overlay) district.
 5. Limitations. A PUD may not be used:
 - a. For the sole purpose of increasing the allowed density of the baseline zoning district. In such a case, a rezoning shall be required.
 - b. To request exemption from providing required public improvements such as streets, sidewalks, and stormwater management infrastructure.
 - c. To request exemption from providing required application information, or to vary from compliance with standard application procedures.
 - d. To modify the standards of the CO-SR (Sheyenne River Corridor Overlay) district.
 - e. To modify applicable sign code regulations of §4-460.

4-432.3 Review and Approval Procedure. The PUD shall be processed in two stages. The first stage includes approval of the PUD Concept Develop Plan in conjunction with approval of a rezoning to the PUD zoning district. The second stage includes approval of the PUD Detailed Development Plan. No rights of development are conveyed by the PUD until both of these stages are complete, as outlined by this ordinance.

- A. Approval of PUD Concept Plan and Zoning District. The applicant shall submit to the City Planner an application for a PUD, along with proposed PUD Concept Plan, associated designs, sketches, basic site information, and an explanation of how the proposal contributes to general development objectives for the area and its relation to the policies of the City. The

Planning and Zoning Commission shall review the PUD application and the Concept Plan for the total area of the proposed PUD, prior to final approval by the City Commission. In addition to the approval process outlined below, the standards of §4-540 also apply in relation to the establishment of the PUD zoning district.

1. Application Submittal for PUD Concept Plan and Zoning District.

- a. The PUD application form shall be established by the City Planner and shall include at a minimum the following items:
 - (1) A statement specifying the baseline zoning district proposed for the project, and a list of all standards of the baseline district that the PUD proposes to vary, along with a description of the extent of variation that is being requested.
 - (2) A comprehensive description of the community benefit(s) the development will provide in exchange for flexibility from baseline zoning district standards and a list of any features and/or additional development standards proposed to be incorporated into the PUD to help achieve the community benefit(s).
- b. The Concept Plan shall include:
 - (1) A legal description of the property.
 - (2) A narrative statement describing the general character of the intended development.
 - (3) An accurate map of the project area showing the site and its proposed land uses, and the adjacent properties and their present or projected land uses.
 - (4) The pattern of proposed land uses including the shape, size, and arrangement of proposed use areas, density, and environmental character.
 - (5) The pattern of public and/or private streets.
 - (6) Proposed open space and public sites.
 - (7) Preliminary number, size, and concept of the proposed structures within each area.
 - (8) A preliminary schedule of the anticipated sequence of sub-area development for the entire site area included in the PUD. (See §432.3.C for phased development requirements.)
- c. Where applicable, a written statement outlining the ownership and maintenance responsibility of the common open spaces, access streets, roads, shared utilities and recreation areas and documentation of this responsibility. This may include a written agreement with the City of West

Fargo providing that should the improvements set forth in the Concept Development Plan fail to be completed within eighteen (18) months after the initiation of construction, then and in that event the City of West Fargo shall be authorized to provide for the installation of the required improvements. The installation of improvements shall be paid for by utilization of and the levy of special assessment process, and as part of the agreement, the developer and any associated parties waive any rights to protest the special assessment.

d. Coordination with Other Regulations:

- (1) PUD districts are not exempt from applicable overlay zoning districts. Nevertheless, some individual overlay zoning district standards may be modified in accordance with §4-432.2.E.
- (2) If the PUD request applies to a parcel that has not been subdivided, subdivision review shall be carried out simultaneously with the review of a PUD zoning application. Development plans submitted under this article shall be in a form which will satisfy the requirements of the subdivision regulations for preliminary and final plats.

2. Staff Review. Upon receipt of a complete application, the City Planner and applicable review agencies shall review the application. The City Planner shall prepare a staff report that reviews the application in relation to the Comprehensive Plan, the standards of and purpose of this Ordinance, and all other applicable requirements.

3. Planning and Zoning Commission Review.

- a. Public Hearing. A public hearing shall be held before the Planning and Zoning Commission after notice of the time and place has been published in the City's official newspaper for two consecutive weeks prior to the date of the public hearing.
- b. Planning and Zoning Commission Recommendation. Following a public hearing, the Planning and Zoning Commission shall recommend to the City Commission approval, approval with conditions, or denial of the application upon consideration of the Comprehensive Plan, the standards of and purpose of this Ordinance, and all other applicable requirements.

4. City Commission Review.

- a. Public Hearing. A public hearing shall be held before the City Commission after notice of the time and place has been published in the City's official newspaper for two consecutive weeks prior to the date of the public hearing.
- b. City Commission Decision. The City Commission shall approve or deny the application upon consideration of the Comprehensive Plan, the

standards of and purpose of this Ordinance, and all other applicable requirements.

5. Effect of Approval of PUD Concept Plan.

- a. City Commission approval of the PUD Concept Plan and PUD zoning district shall establish the basic right to use the area in conformity with the application and Concept Plan as approved. However, this right is conditioned upon final approval of the accompanying Detailed Development Plan by the Planning & Zoning Commission, and shall not make permissible any development prior to that Commission's formal approval of the Detailed Development Plan.

B. Approval of PUD Detailed Development Plan. The Planning & Zoning Commission shall give final approval to the PUD Detailed Development Plan for overall site development, or for sub-areas of a phased PUD development.

1. Application Submittal for Detailed Development Plan. In order to secure final approval and designation as a PUD for a proposed site, the applicant shall submit to the City Planner:

- a. The PUD Detailed Development Plan application.
- b. A Detailed Development Plan of the entire site or for any area/sub-areas that will be developed upon approval of the Detailed Development Plan, which shall include:
 - (1) A copy of the development's approved subdivision plat including lot lines, easements, public rights-of-way, etc.
 - (2) Detailed site plan(s) and construction documents illustrating:
 - (a) Size, location, and arrangement of buildings including lot size, building spacing, setbacks, yards, etc.
 - (b) Parking areas, private and public streets, sidewalks, and other transportation facilities, including specification of pavement materials.
 - (c) Landscaping, screening, and final ground contours.
 - (d) Common open spaces and/or recreation areas.
 - (e) Sewer, water, and other utility lines.
 - (f) Garbage, dumpster, or refuse collection locations.
 - (g) Proposed signage.
 - (h) Building elevations.

2. PUD Detailed Development Plan Review Criteria. A PUD Detailed Development Plan may be approved by the Planning & Zoning Commission if it is determined by the Commission to be in substantial compliance with the approved PUD Concept Plan. The PUD Detailed Development Plan may be deemed to be in substantial compliance with the PUD Concept Plan so long as, when compared with the PUD Concept Plan, it does not result in:
 - a. An increase in project density or intensity, including the number of housing units per acre or the amount of nonresidential floor area per acre;
 - b. A change in the mix of housing types or the amount of land area devoted to nonresidential uses;
 - c. A reduction in the amount of open space;
 - d. Any change to the vehicular system that results in a significant change in the amount or location of streets, common parking areas, and access to the PUD;
 - e. Any change determined by the Planning & Zoning Commission to represent an increase in development intensity; or
 - f. A substantial change in the layout of buildings.
3. Staff Review. Upon receipt of a complete application, the City Planner and applicable review agencies shall review the application. The City Planner shall prepare a staff report that reviews the application in relation to the PUD Detailed Development Plan review criteria and all other applicable development standards.
4. Planning & Zoning Commission Review. The Planning & Zoning Commission shall approve or deny the application upon consideration of the PUD Detailed Development Plan review criteria and all other applicable development standards.
5. Effect of Approval & Expiration of Approval. Approval of a PUD Detailed Development Plan shall confer upon the applicant the right to develop the subject property in accordance with the approved PUD Detailed Development Plan.

The right to develop in accordance with an approved PUD Detailed Development Plan shall lapse and be of no further effect if construction of the PUD does not start within two (2) years of the effective date of approval of the PUD Detailed Development Plan or within the time-frame established by the City Commission during approval of the PUD Concept Plan, whichever is greater. In the event of such lapse of approval:

- a. the PUD Detailed Development Plan shall be of no effect, and a new PUD Detailed Development Plan will need to be approved in accordance with this ordinance, prior to development.
- b. the Planning and Zoning Commission may initiate action to rezone the land from the PUD zoning district.

6. Appeal of Decision. Upon denial of an application for PUD Detailed Development Plan by the Planning & Zoning Commission, an applicant may appeal the decision to the Board of Adjustment in accordance with §4-560. Such appeal shall be made by the applicant within 10 days of denial by the Planning & Zoning Commission.
- C. Phased Development Plans. Large or complex PUD projects may be proposed in phases over a period of time, or when a development consists of multiple properties that are initially under different ownership prior to development. In such an event, the applicant may seek approval for the entire project based on a Concept Plan, then follow up with a Detailed Development Plan for each subsequent sub-area at a later date, according to the following procedures.
1. The applicant shall initially submit a PUD application and Concept Plan that includes the entire final area of the project.
 3. The application shall state that the Concept Plan is associated with a phased development, and that Detailed Development Plans will be submitted sequentially, according to the proposed preliminary schedule of sub-area development for the entire site area.
 3. The PUD rezoning application and Concept Plan shall be reviewed and approved according to the procedure described in §4-432.3.A, *Approval of PUD Concept Plan and Zoning District*.
 4. Each successive phase of development shall then submit and receive approval of a Detailed Development Plan, according to the procedure described in §4-432.3.B, *Approval of PUD Detailed Development Plan*, prior to proceeding with construction.

4-432.4 Amendments. Amendments to approved PUD Concept Plans, Detailed Development Plans, and PUD zoning districts, may be approved in the same manner as provided for in §4-432.4.

SECTION 3. Section 4-432 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby recreated and enacted to read as follows:

4-460.9 GENERAL DISTRICT REGULATIONS.

* * *

4. “PUD” Districts. In “Planned Unit Development” Districts, sign restrictions shall be based upon the baseline zoning district designated for individual uses and structures contained in the development. ~~If no baseline zoning district has been established, signs shall be in compliance with the restrictions applied in the most restrictive zoning district in which the use is allowed. Signs considered to be off-premise signs must: meet the requirements set forth above for on-premise signs for the most restrictive zoning district in which the use is allowed, must be limited to advertising businesses located within the same PUD District, and the off-premise signs must be a permissive use in the PUD District.~~
 - a. meet the requirements set forth above for on-premise signs;
 - b. must be limited to advertising businesses located within the same PUD District; and

c. the off-premise signs must be a permissive use in the PUD District.

5. “CO” District. In addition to the sign restrictions stated above, the following restrictions shall apply:

a. In underlying Agricultural and Residential Districts, no sign shall be permitted except as may be allowed as a conditional use, in which case signage shall conform to whatever restrictions may be imposed by the City Commission in authorizing the conditional use permit; however, in no case shall the requirements be less restrictive than those set forth in the subsection below.

b. In underlying Commercial Districts: On-Premise Signs shall be permitted according to the following provisions:

(1) Number: In structures with multiple occupancy and individual outside entrances (retail centers), each tenant can have its own wall signs; however, a common monument or freestanding sign is intended to serve the needs of all the tenants in the structures.

(2) Height: Freestanding signs shall conform to the following formula:

$$\text{Max. Height (ft)} = \text{Frontage on designated street}/10 + \text{Sign Setback}/2$$

with no freestanding sign exceeding twenty-five (25) feet in height, except that the height of a sign may be increased one (1) foot, up to ten (10) additional feet, for each two (2) feet of setback provided beyond the minimum.

(3) Minimum Setback: There shall be fifteen (15) feet front yard sign setback for all those properties abutting the designated streets. For those properties abutting other roadways, yard sign setbacks along the roadways shall be five (5) feet.

(4) For premises without frontage on the designated streets, the height and area of signs shall be determined by the amount of frontage on other public or approved private streets.

c. In underlying PUD District, on-premise signs shall be permitted according to the provisions of the underlying district and the provisions of this section, the most restrictive provisions prevailing. Off-premise signs in the underlying PUD District must: ~~meet the requirements set forth above for on-premise signs, must be limited to advertising businesses located within the same PUD District, and the off-premise signs must be a permissive use in the PUD District.~~

a. meet the requirements set forth above for on-premise signs;

b. must be limited to advertising businesses located within the same PUD District;
and

c. the off-premise signs must be a permissive use in the PUD District.

SECTION 4. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

President of the Board of City Commissioners

Attest:

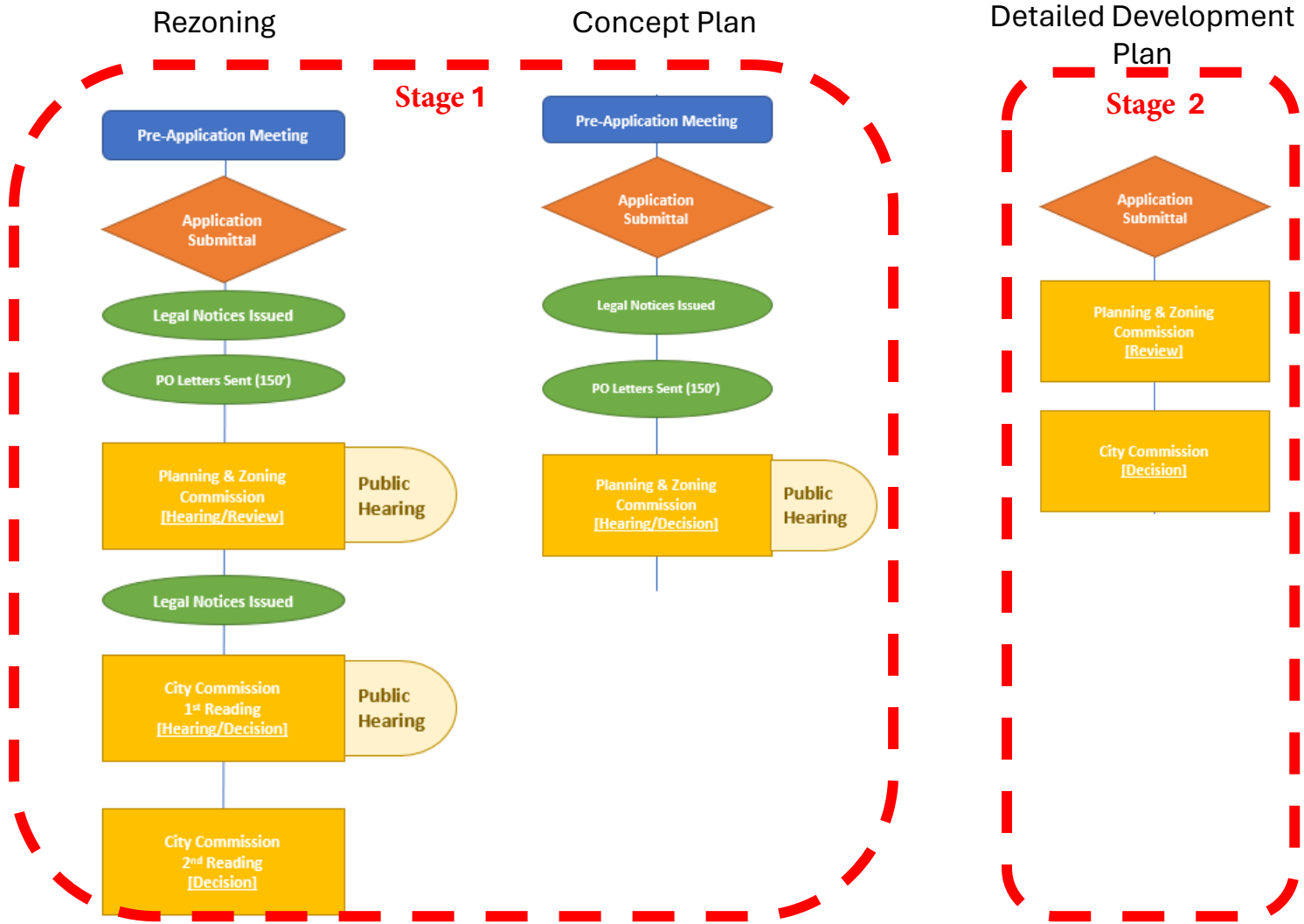
City Auditor

Date of First Reading:

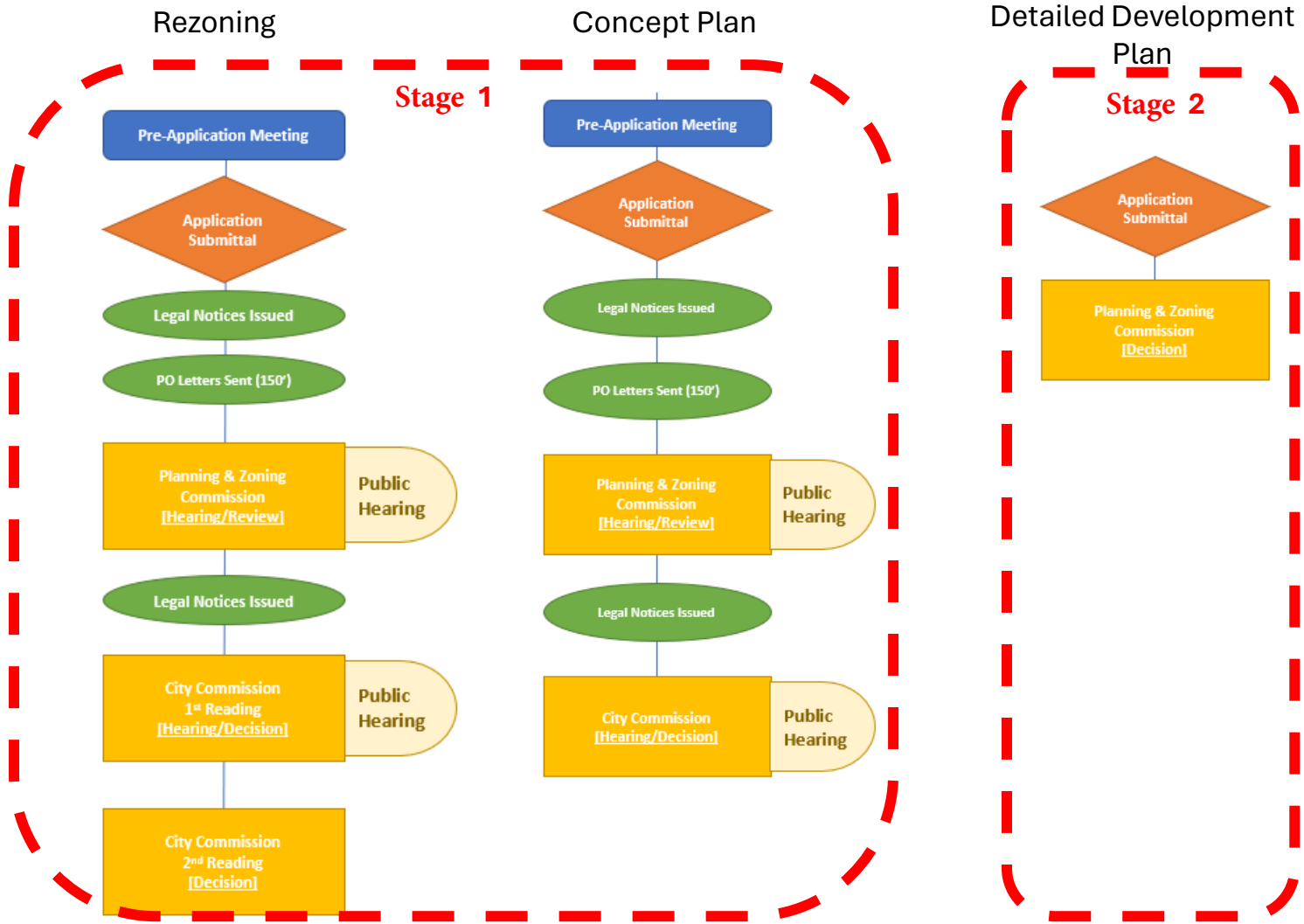
Date of Second Reading:

Date of Publication:

Current PUD Process



Proposed PUD Process



AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5370 DATE: July 10, 2024
3. AGENDA TITLE:
A24-22 Simpson's 7th Addition, Final Plat Approval and Board of Adjustments Variance to Reduce Required Minimum Building Control Line of the CO-SR: Sheyenne River Corridor Overlay District.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
At the June 17th City Commission meeting, the commission voted to send this to the Planning & Zoning Commission for review and recommendation prior to additional action.
At their July 9, 2024 meeting, the West Fargo Planning & Zoning Commission voted to recommend approval of the Simpson's 7th Addition retracement plat on the basis it is consistent with City plans and ordinances and to approve a variance to reduce required minimum building control line of the CO-SR: Sheyenne River Corridor Overlay District for a proposed structure on the basis of the findings and condition listed in the attached staff report.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Lots 1 & 2, Block 1 of Simpsons 2nd Subdivision (1444 River St & 1442 Sheyenne St), City of West Fargo, North Dakota.
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve Final Plat. It is also recommended that the Board of Adjustment convene during the regularly scheduled City Commission meeting to consider and approve the variance.

STAFF REPORT

A24-22		Retracement Plat/Request for Variance	
Simpson's 7 th Addition			
Lots 1 & 2, Block 1 of Simpson's 2 nd Subdivision – 1444 River St and 1442 Sheyenne St			
Owner: Brent and Nancy Michelsen		Staff Contact: Lisa Sankey	
Applicant: Cole Neset – Neset Land Surveys			
Planning & Zoning Commission Public Hearing:		07-09-2024 – Approved	
Board of Adjustment & City Commission Final Plat Approval:		07-15-2024	

PURPOSE:

Combine two lots into one and reduction of the building control line of the CO-SR (Sheyenne River Corridor Overlay) zoning district standards for an addition onto a single-family home.

STATEMENTS OF FACT:

Land Use Classification:	G-4A Core Retrofit Growth Sector
Existing Land Use:	Single Family Dwelling
Current Zoning District:	R-1A: Single Family Dwellings
Zoning Overlay District(s):	CO-SR: Sheyenne River Corridor Overlay
Proposed Lot size(s) or range:	54,721 ft ²
Adjacent Zoning Districts:	North, South, and East – R-1A: Single Family Dwellings West – P: Public Facilities (Elmwood Park west of River)
Adjacent street(s):	River Street – Local; Access Easement to Sheyenne Street
Adjacent Bike/Pedestrian Facilities:	Multi-Use Path along Sheyenne Street
Available Parks/Trail Facilities:	Elmwood Park within ½ mile.

DISCUSSION AND OBSERVATIONS:

- The applicant is proposing to combine two previously subdivided lots to construct an attached garage and addition onto their single family dwelling.
- A preliminary site plan was submitted with the plat and application showing a proposed addition on the south side of the existing home on current Lot 1.
- Property owners wishing to combine properties which have been previously platted for the purpose of building across lot lines and/or increasing lot area to address district requirements may submit a retracement plat provided the following conditions are met:
 1. No additional right-of-way is required or being established.
 2. There is no proposed or perceived need of public improvements as a result of the combining of platted lots.
 3. Lots to be combined are contiguous and under common ownership.
- The proposed retracement plat will not affect the property or use. The retracement plat will be given a subdivision name with a lot and block number, which will be of benefit to the City and Cass County for administration purposes.

STAFF REPORT

- With retracement plats there are no street right-of-way dedication or park dedication requirements.
- A public hearing is not required, though the applicant must plat the property according to subdivision standards and the plat must be reviewed by the Planning and Zoning and City Commissions.
- The applicant is also requesting a variance for a reduction of the building control line of the CO-SR: Sheyenne River Corridor Overlay. At the June 17, 2024, City Commission meeting, the applicant's representative requested that the City Commission authorize issuance of a building permit prior to the merging of the two platted lots. The Commission voted to send this request to the Planning & Zoning Commission for their review and recommendation prior to additional action.
- The western portion of the subject property is located within the CO-SR (Sheyenne River Corridor Overlay) zoning district, which establishes a building control line that restricts structures, parking lots, fill and other development that may cause increased riverbank destabilization within 100 feet of the "established riverbank as determined by the City Engineer."
- The applicant would like to demolish a portion of single-family house and reconstruct an addition and construct an attached garage with access to the east. The existing home was constructed in 1950 and has been found to be encroaching into the 100-foot building control line area, with the southwest corner of the proposed foundation located approximately 89 feet from the established riverbank. The western edge of the existing home is 76' from the established riverbank.
- The applicant indicated that they would like to replace 1,200 square feet of the existing house and add a new addition with a basement. The current house encroaches on the building control line by 24 feet and the proposed encroachment for the new addition is less than what is currently encroaching.
- As provided for in Section 4-431-C.3 of the zoning regulations, the City Commission may reduce the required building control line where it can be demonstrated through a soils analysis that soils are stable within the building control area. Requests for reduction of the building control area are handled via the variance approval process.
- In accordance with the provisions of §4-431-C.3, the applicant has employed a geotechnical firm to provide a soils analysis in respect to the existing home and proposed addition. The soils analysis concludes that the home will not be impacted by soil instability caused by the riverbank. The soils analysis has been reviewed by the City Engineer, who has no concerns regarding soil stability based on the findings of the soil analysis. A copy of the analysis is attached for reference.

NOTICES:

Sent to:	Property Owners within 150' and Applicable agencies and departments
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- A call was received from an area property owner who was in support of the request.

CONSISTENCY WITH COMPREHENSIVE PLAN AND OTHER APPLICABLE CITY PLANS AND ORDINANCES:

- The proposed retracement plan application is consistent with the City plans and ordinances.
- The variance is not consistent with the City's standard building control line of 100 feet from the riverbank; however, City ordinance does allow a reduction of the building control area of up to 50 feet upon demonstration that soils are sufficiently stable. The proposal is otherwise consistent with the city's comprehensive plan and other applicable city plans.

STAFF REPORT

PLANNING AND ZONING COMMISSION ACTION

At their July 9, 2024 meeting, the West Fargo Planning and Zoning Commission voted to approve the Retracement Plat and Variance for reduction of the building control line subject to the findings and condition listed below.

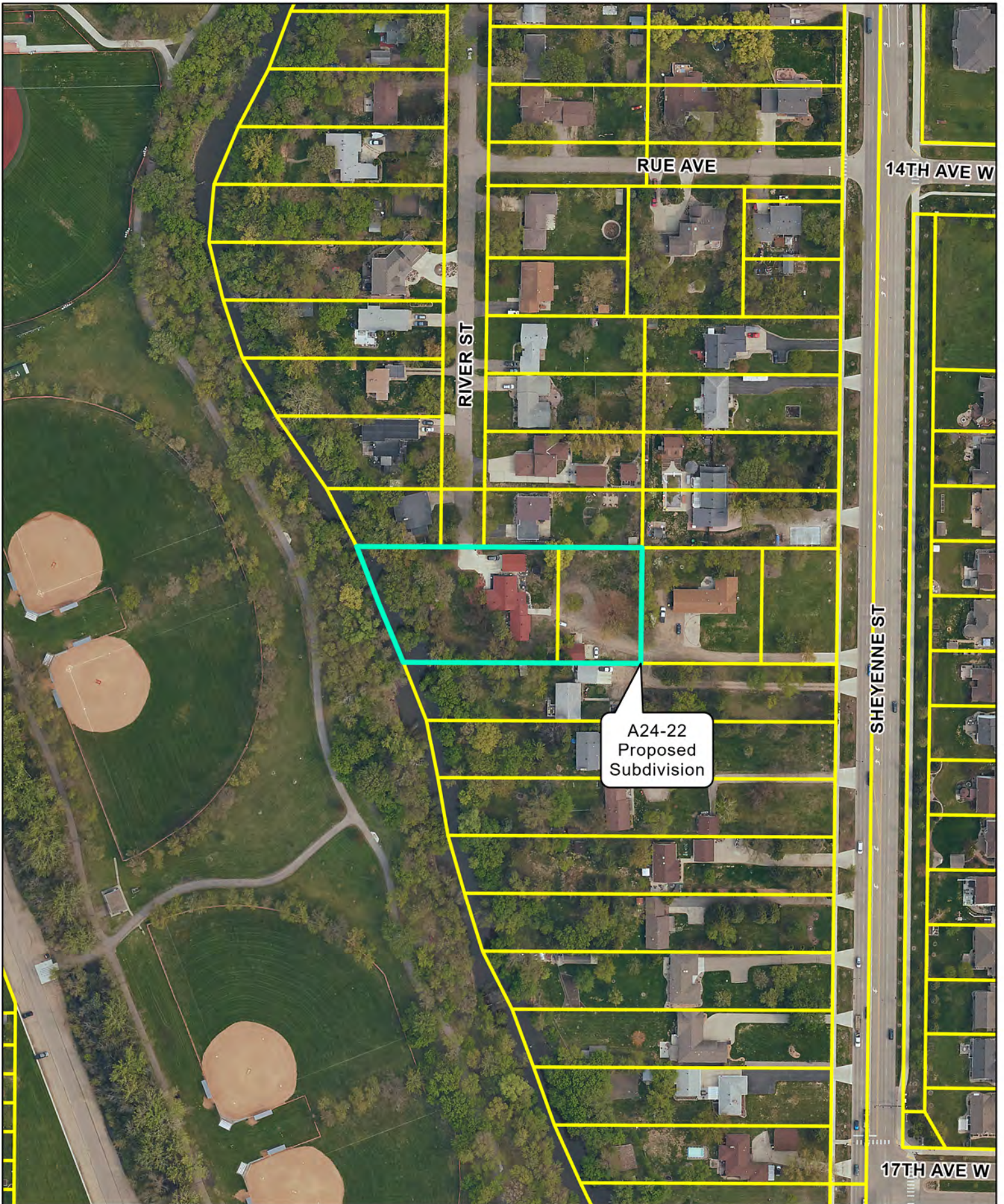
RECOMMENDATIONS:

It is recommended that City approve the retracement plat on the basis that it is consistent with City plans and ordinances and approval of the reduction of the building control line from 100 feet to approximately 89 feet for the proposed structure on the basis of the following findings:

1. §4-431-C.3 states that where it can be demonstrated through a soils analysis that soils are stable within the building control area, the City Commission may consider reduction of the required minimum setback by variance.
2. In accordance with §4-431-C.3, the applicant has provided a soils analysis which demonstrates the soils are sufficiently stable to support the house that encroaches into the required 100' building control area, which has been reviewed and found to be satisfactory by the City Engineer.
3. The reasons set forth in the application justify the approval of the reduction of the building control line, and it is the minimum variance necessary to accommodate the existing structure.
4. A letter/agreement be signed by the property owner acknowledging the variance and waiving the City's liability.

Attachments

1. Aerial map
2. Zoning map
3. Final Plat
4. Preliminary Plat with Overlay
5. Geotechnical Opinion
6. Site Plan



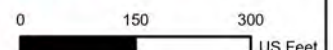
Features

 Agenda Zone  Lots

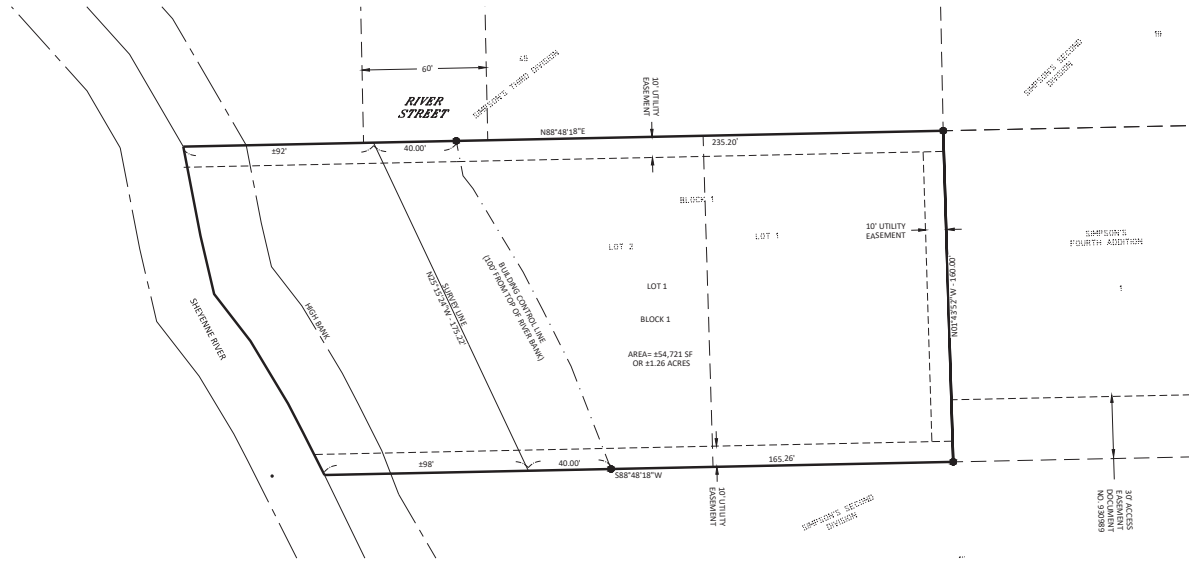


West Fargo Zoning

A: Agricultural	LI: Light Industrial	R-1SM: Mixed One and Two Family Dwelling
C: Light Commercial	M: Heavy Industrial	R-2: Limited Multiple Dwelling
C-OP: Commercial Office Park	P: Public	R-3: Multiple Dwelling
DMU: Downtown Mixed Use	PUD: Planned Unit Development	R-4: Mobile Home
EMU: Entertainment Mixed Use	R-L1A: Large Lot Single Family Dwelling	R-5: Manufactured Home Subdivision
HC: Heavy Commercial	R-1A: Single Family Dwelling	R-1E: Rural Estate
	R-1: One and Two Family Dwelling	R-R: Rural Residential



A REPLAT OF LOTS 1 AND 2, BLOCK 1, A REPLAT OF LOTS 17 AND 18, BLOCK 2, SIMPSON'S SECOND SUBDIVISION IN THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA, LESS THE EAST 272.00' THEREOF.



	MONUMENT SET
	MONUMENT FOUND
	EX. EASEMENT
	EX. PROPERTY LINE
	RIVER BANK
	PROPERTY BOUNDARY LINE
	SURVEY LINE
	NEW EASEMENT LINE

DATE OF SURVEY: JUNE 2024
BASIS OF BEARING: THE REPLAT OF LOTS 17 AND 18, BLOCK 2,
SIMPSON'S SECOND SUBDIVISION TO THE CITY OF WEST FARGO
AS RECORDED.

I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME, AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS _____ DAY OF _____ 2024.

JOHN T. SHOCKLEY
WEST FARGO CITY ATTORNEY

STATE OF NORTH DAKOTA)
)S.
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS CITY ATTORNEY.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____ 2024

JOSEPH F. KOLB
CHAIRMAN PLANNING COMMISSION

STATE OF NORTH DAKOTA)
)S.
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOSEPH F. KOLB, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME ON BEHALF OF THE WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____ 2024

DANIEL R. HANSON
CITY ENGINEER

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, DANIEL R. HANSON, WEST FARGO CITY ENGINEER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS CITY ENGINEER.

NOTARY PUBLIC, COUNTY:CASS STATE: NORTH DAKOTA

WE, THE UNDERSIGNED DO HEREBY CERTIFY THAT BRENT G. MICHELEN AND NANCY JO MICHELEN ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "SIMPSON'S 7TH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 1 AND 2, BLOCK 1, A REPLAT OF LOTS 17 AND 18, BLOCK 2, SIMPSON'S SECOND SUBDIVISION IN THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA, LESS THE EAST 272.0' THEREOF. THAT I HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF COLE A. NESET, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT AND THAT THE SUBDIVISION WILL BE KNOWN AS "SIMPSON'S 7TH ADDITION". I HEREBY DEDICATE ALL UTILITY EASEMENTS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

SAID SIMPSON'S 7TH ADDITION CONSISTS OF 1 LOT 1 BLOCK, AND CONTAINS ± 1.26 ACRES, MORE OR LESS, AND IS SUBJECT TO RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

BY: BRENT G. MICHELSEN

BY: NANCY JO MICHELSEN

STATE OF NORTH DAKOTA)
)SS
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BRENT G. MICHELSEN AND NANCY JO MICHELSEN DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME ON BEHALF OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____ 2024.

BERNIE L. DARDIS
PRESIDENT, BOARD OF CITY COMMISSIONERS

DUSTIN T. SCOTT
CITY AUDITOR

STATE OF NORTH DAKOTA)
)ss
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE BOARD OF CITY COMMISSIONERS OF THE CITY OF WEST FARGO, AND DUSTIN T. SCOTT, CITY AUDITOR OF THE CITY OF WEST FARGO, TO ME KNOWN BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME ON BEHALF OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

I, COLE A. NESET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS SIMPSON'S 7TH ADDITION TO BRENT G. AND NANCY JO MICHELSEN, A REPLAT OF LOTS 1 AND 2, BLOCK 1 OF THE REPLAT OF LOTS 17 & 18, BLOCK 2, SIMPSON'S SECOND SUBDIVISION BRENT G. AND NANCY JO MICHELSEN, CASS COUNTY, NORTH DAKOTA; THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDRETHS OF A FOOT; THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN; AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED. DATED THIS _____ DAY OF _____, 2024.

COLE A. NESET,
REGISTERED LAND SURVEYOR
ND LS-7513

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, REGISTERED LAND SURVEYOR, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS HIS FREE ACT AND DEED.

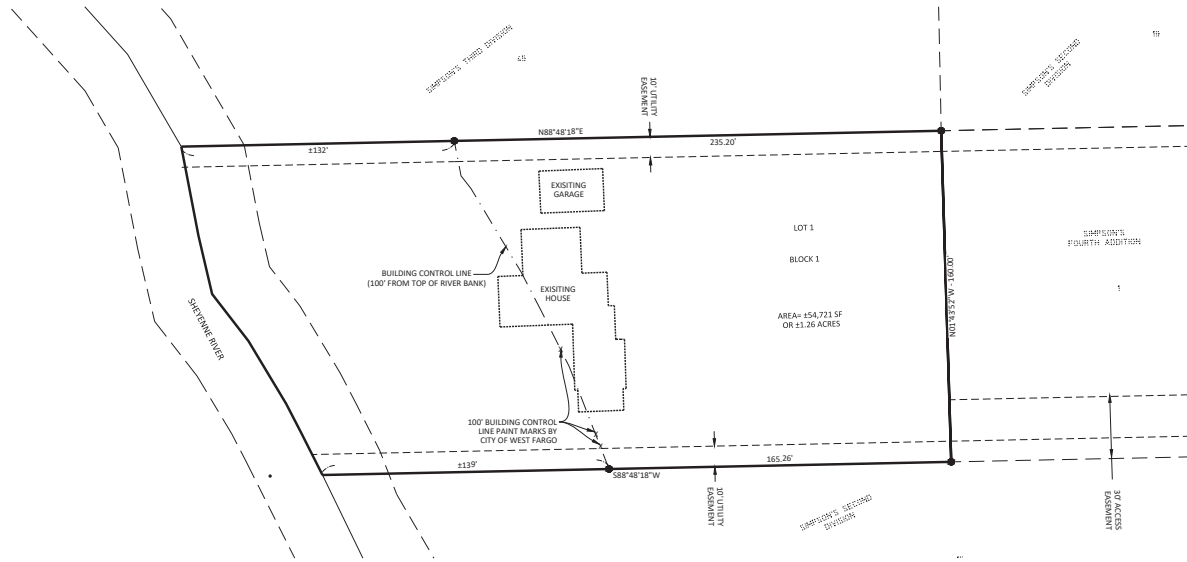
NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA



7/2/24 04:50:26 PM Z:\Nasir Shared Files\C de Projects\ 2024 - Project\24119_144 River St Rapids\1444 River St.dwg

SIMPSON'S 7TH ADDITION

A REPLAT OF LOTS 1 AND 2, BLOCK 1, OF THE REPLAT OF LOTS 17 AND 18, BLOCK 2, SIMPSON'S SECOND SUBDIVISION, WEST FARGO, CASS COUNTY, NORTH DAKOTA



LEGEND	
●	MONUMENT SET
○	MONUMENT FOUND
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
---	EX. EASEMENT
---	EX. PROPERTY LINE
---	EX. SECTION LINE
---	PROPERTY BOUNDARY LINE
---	NEW ROW/PROPERTY LINE
---	NEW EASEMENT LINE

SURVEY INFORMATION
DATE OF SURVEY: JUNE 2024
BASIS OF BEARING: THE REPLAT OF LOTS 17 AND 18, BLOCK 2, SIMPSON'S SECOND SUBDIVISION TO THE CITY OF WEST FARGO AS RECORDED.

CITY ATTORNEY APPROVAL

I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME, AND I APPROVE THE PLAT AS TO FORM AND EXECUTION. THIS DAY OF 2024.

JOHN T. SHOCKLEY
WEST FARGO CITY ATTORNEY

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS DAY OF 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS CITY ATTORNEY.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS DAY OF 2024.

JOSEPH F. KOLB
CHAIRMAN PLANNING COMMISSION

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS DAY OF 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOSEPH F. KOLB, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME ON BEHALF OF THE WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

OWNER'S CERTIFICATE

WE, THE UNDERSIGNED DO HEREBY CERTIFY THAT BRENT G. MICHELSEN AND NANCY JO MICHELSEN ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "SIMPSON'S 7TH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 1 AND 2, BLOCK 1 OF THE REPLAT OF LOTS 17 AND 18, BLOCK 2, SIMPSON'S SECOND SUBDIVISION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA. THAT I HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF COLE A. NESET, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT.

SAID SIMPSON'S 7TH ADDITION CONSISTS OF 1 LOT 1 BLOCK, AND CONTAINS ±1.26 ACRES, MORE OR LESS, AND IS SUBJECT TO RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

BY: BRENT G. MICHELSEN

BY: NANCY JO MICHELSEN

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS DAY OF 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BRENT G. MICHELSEN AND NANCY JO MICHELSEN DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME ON BEHALF OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

WEST FARGO CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS DAY OF 2024.

BERNIE L. DAVIS
PRESIDENT, BOARD OF CITY COMMISSIONERS

DUSTIN T. SCOTT
CITY ADMINISTRATOR

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS DAY OF 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DAVIS, PRESIDENT OF THE BOARD OF CITY COMMISSIONERS OF THE CITY OF WEST FARGO, AND DUSTIN T. SCOTT, CITY AUDITOR OF THE CITY OF WEST FARGO, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME ON BEHALF OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

SURVEYORS CERTIFICATE

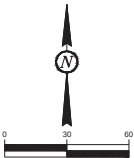
I, COLE A. NESET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS SIMPSON'S 7TH ADDITION TO BRENT G. AND NANCY JO MICHELSEN, A REPLAT OF LOTS 1 AND 2, BLOCK 1 OF THE REPLAT OF LOTS 17 AND 18, BLOCK 2, SIMPSON'S SECOND SUBDIVISION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDREDTHS OF A FOOT; THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN; AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED. DATED THIS DAY OF 2024.

COLE A. NESET,
REGISTERED LAND SURVEYOR
ND 15-7513

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS DAY OF 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, REGISTERED LAND SURVEYOR, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA



SHEET 1 OF 1



June 28, 2024

Project B2405828

Brent and Nancy Michelsen
1444 River Street
West Fargo, ND 58078

Re: Opinion on Riverbank Stability
Michelsen Residence
1444 River Street
West Fargo, North Dakota

Dear Mr and Ms. Michelsen:

The purpose of this letter is to assist you in obtaining a zoning variance for the above referenced property.

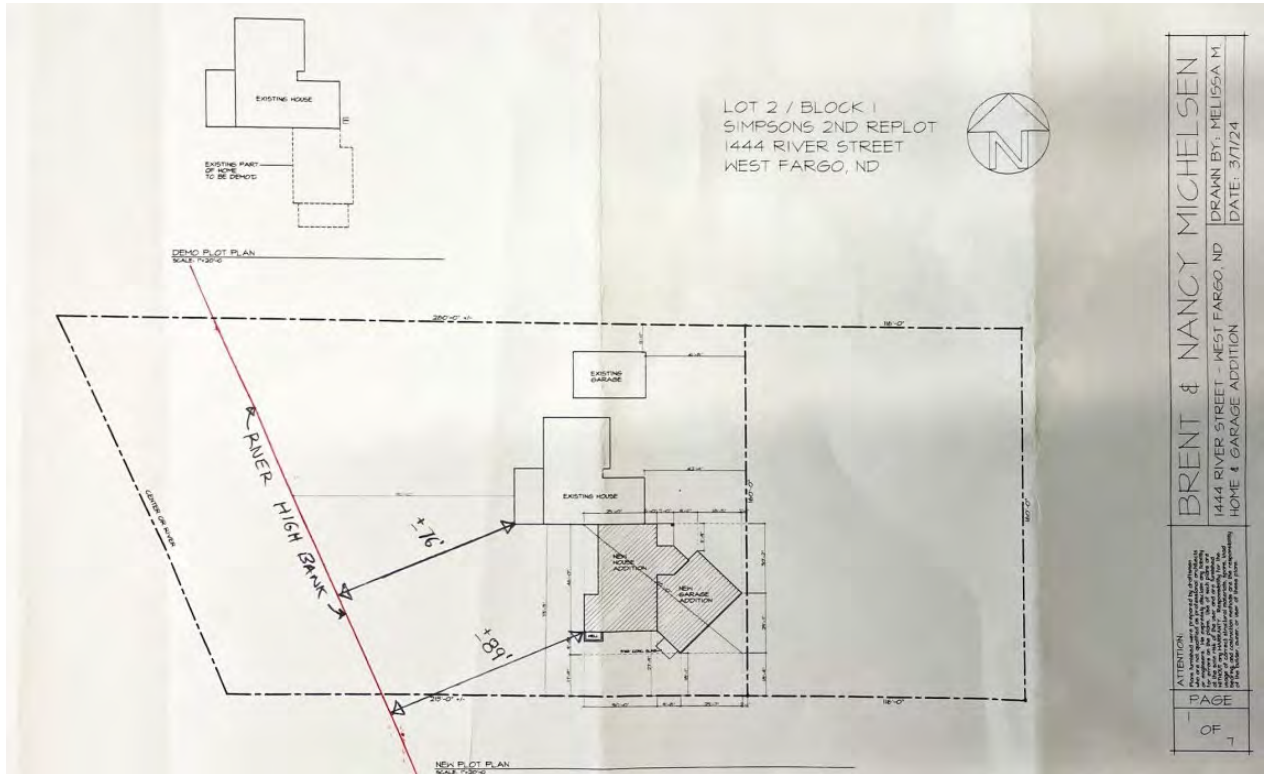
Project Background

We understand the City of West Fargo has a zoning ordinance that requires structures to be a minimum of 100 feet from the top of the riverbank. Section 4-431-C.3 of the City Ordinances outlines the process for modification of the building control line as follows:

“Where it can be demonstrated through a soils analysis that soils are stable within the building control area, the City Commission may consider reducing the required minimum setback by variance. The soils analysis shall be conducted by a qualified professional engineer and demonstrate that the soils can accommodate the type of structure, parking lot or other use without sustaining future damage. No use may be closer than fifty (50) feet from the established riverbank.”

We have not performed a legal survey of the property or the location of the proposed home, but we understand the southwest corner of your new addition will be approximately 89 feet from the top of the riverbank. You provided us Figure 1 below to assist us in evaluating the stability of the home in relation to the top of the riverbank.

Figure 1. Excerpt from Sheet 1 of 7 and dated March 7, 2024.



In addition, we have been informed the proposed addition will be supported by a basement that bears approximately 10 feet below grade.

Geotechnical Information

Braun Intertec was not able to access the area between the riverbank and the proposed addition with a drill rig. However, Braun Intertec has performed several geotechnical evaluations for the City of West Fargo in the area of 13th Avenue South and Sheyenne Street.

Our experience through this section of West Fargo, adjacent to the Sheyenne River, would indicate the soils consists mainly of Red River Valley fat clays that have been modified by the meandering river. The modifications mean there are layers and seams of silt and sand within the fat clay. The depth of this alluvium typically matches the depth of the river and in this section of the river, the bottom of the river is typically 20 feet below the elevation of the "top of river". Below the alluvium is fat clay that is identified as the Brenna formation. These soils are characterized by high plasticity, high moisture content and low strength. Below the Brenna formation is glacial till. The depth of the glacial till varies but averages a depth of 80 feet in West Fargo. Seasonal high-water levels are generally within 5 feet of existing grade, but vary with the elevation of the Sheyenne River.

Analytical Demonstration

Braun Intertec used the GeoStudio 2023.1.2 program SLOPE/W by Bentley Systems, Inc. to perform stability analyses at the site to evaluate the stability of the home. To create the model, Braun Intertec used a Trimble Catalyst GPS receiver and reported elevations relative to the WGS 84 datum at the corner of the home and at the top of the riverbank.

Based on our review of previous geotechnical evaluations, published data from various United States Corps of Engineering Publications and our experience in the area, we assigned the parameters presented in Table 1 to the materials encountered at the site for our analytical demonstration.

Table 1. Analytical Modeling Properties

Soil Layer	Elevation (Feet)	Unit Weight (PCF)	Drained Strength	
			Cohesion (PSF)	Friction Angle (degree)
Clay Fill	>900	115	50	24
Fat Clay Alluvium	900 to 880	110	0	25
Fat Clay-Brenna	880 to 825	108	0	19
Glacial Till	Below 825	135	200	35

We have attached the results of our analytical demonstration to this letter. We estimate the factor of safety adjacent to the home is 1.7 and the factor of safety below the footings of the home is 1.9. Typically, we recommend a minimum factor of safety of 1.5 for engineered structures.

Conclusion

Based on our visual observations at the site, review of available geotechnical information, and our analytical demonstration, the home will not be impacted by soil instability caused by the riverbank.

It should be noted the existing riverbank has a small area of active erosion. This erosion could impact appurtenant structures such as the fence along the top of the riverbank in the future. A riverbank is dynamic. If the erosion increases, steps could be considered to slow down the advance of the erosion and future impacts on appurtenant structures.

Remarks

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

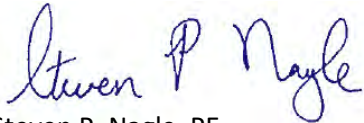
If you have any questions about this letter, please contact Steve Nagle at 701.238.3425.

Sincerely,

BRAUN INTERTEC CORPORATION

Professional Certification:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of North Dakota.



Steven P. Nagle, PE
Vice President/Principal Engineer
License Number: PE3894
June 28, 2024



Attachments:

Slope Stability Graphics (2)

Title: B2405828 Variance for Michelsen Addition

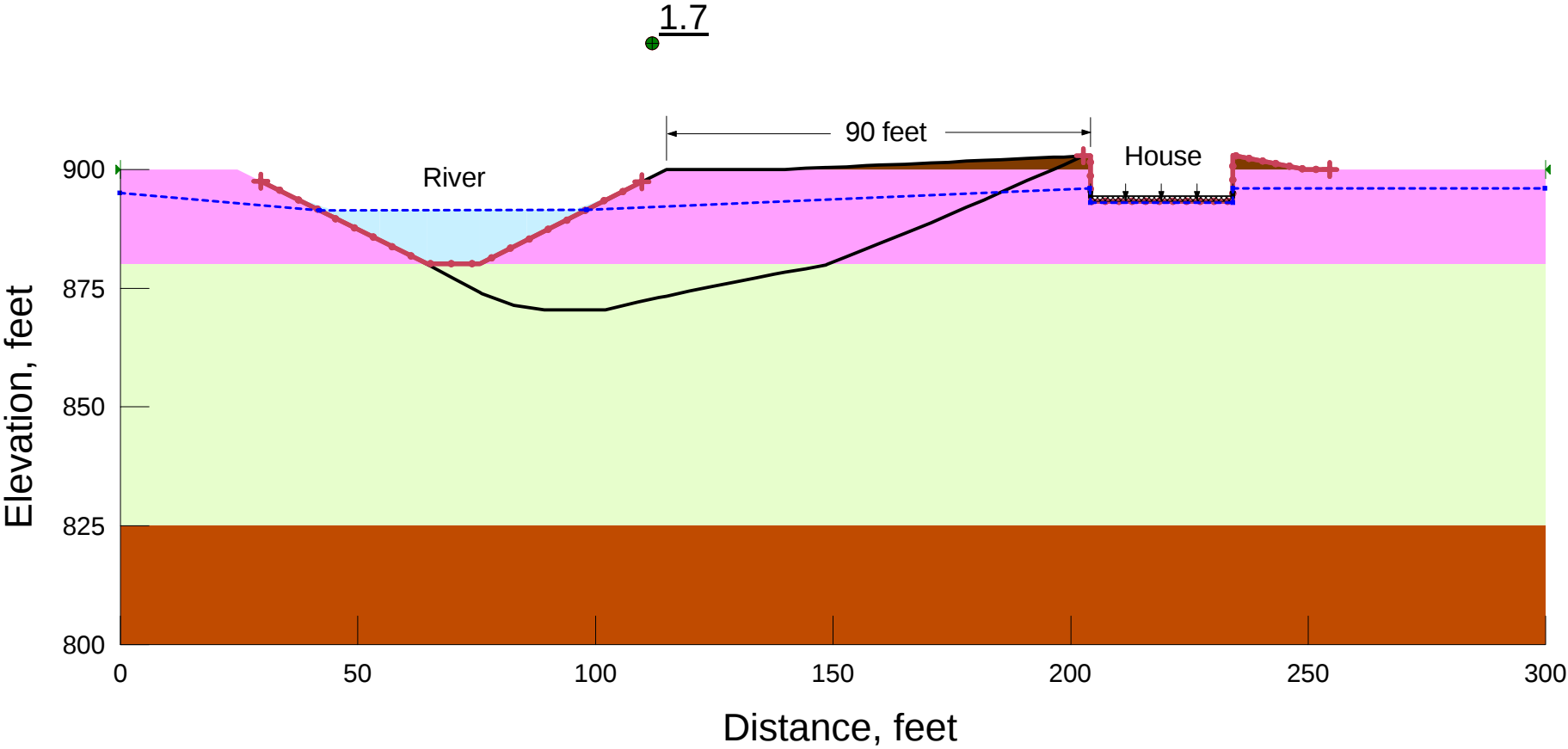
Name: Stability of the House

Analysis Type: Spencer

Effective Stress Parameters

River Level = 891 feet above MSL

Color	Name	Slope Stability Material Model	Unit Weight (pcf)	Effective Cohesion (psf)	Effective Friction Angle (°)	Piezometric Surface
	Brenna	Mohr-Coulomb	108	0	19	1
	Clay Fill	Mohr-Coulomb	115	50	24	1
	Fat Alluvium	Mohr-Coulomb	110	0	25	1
	Glacial Till	Mohr-Coulomb	135	200	35	1



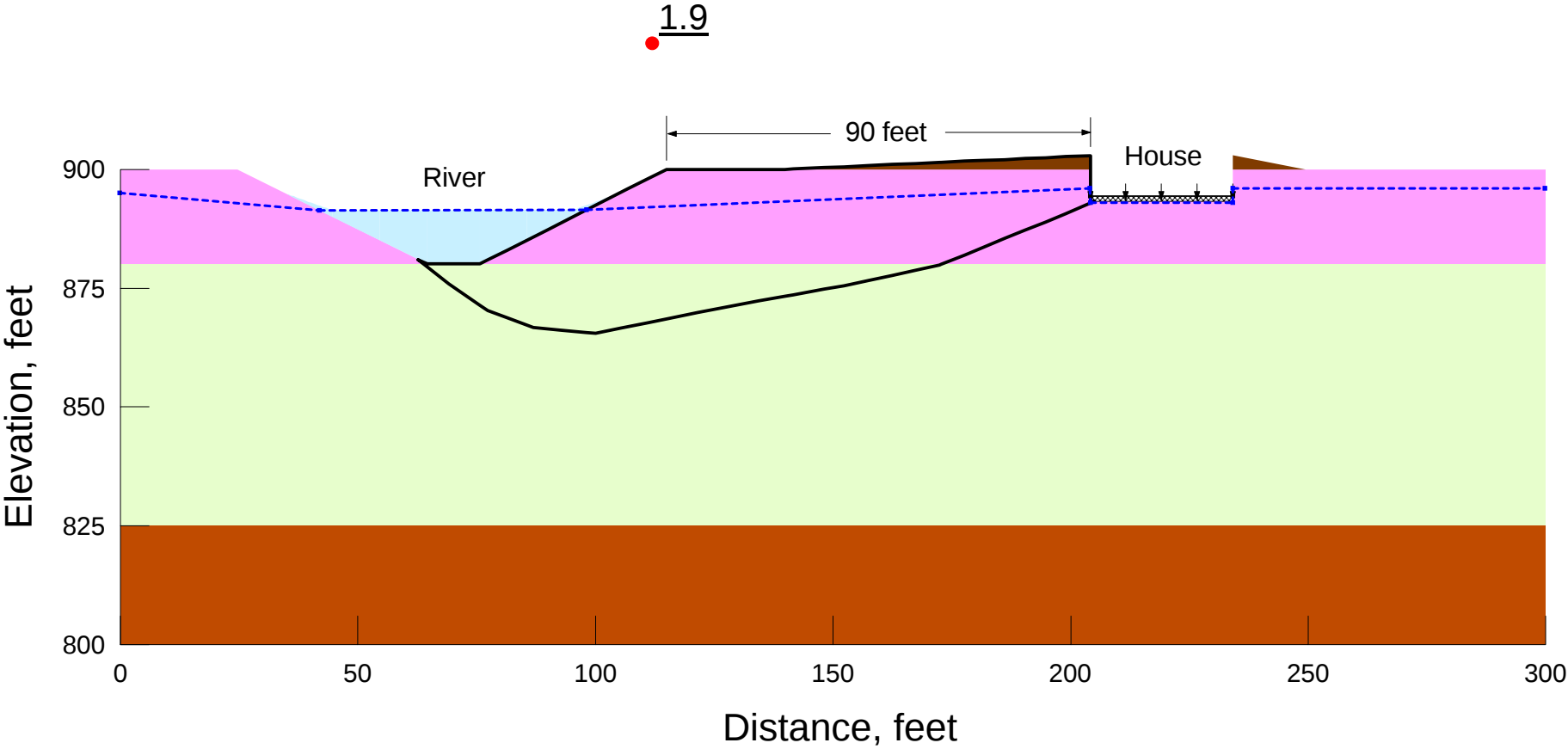
Title: B2405828 Variance for Michelsen Addition

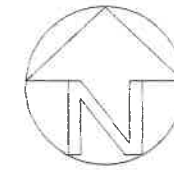
Name: Stability of the House

Analysis Type: Spencer

Effective Stress Parameters
River Level = 891 feet above MSL

Color	Name	Slope Stability Material Model	Unit Weight (pcf)	Effective Cohesion (psf)	Effective Friction Angle (°)	Piezometric Surface
	Brenna	Mohr-Coulomb	108	0	19	1
	Clay Fill	Mohr-Coulomb	115	50	24	1
	Fat Alluvium	Mohr-Coulomb	110	0	25	1
	Glacial Till	Mohr-Coulomb	135	200	35	1





NEW PLOT PLAN
SCALE: 1"=20'-0"

PAGE
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OF
7



"Consent" or "Regular" Agenda
Item?
[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administrative Services

Secondary Portfolio:

Police & Fire

Commission Vice President

Brad Olson

Primary Portfolio:

Police & Fire

Secondary Portfolio:

Street, Water & Sewer

Commissioner

Roben Anderson

Primary Portfolio:

Community &

Development Services

Secondary Portfolio:

Administrative Services

Commissioner

Rory Jorgensen

Primary Portfolio:

Sanitation

Secondary Portfolio:

Community &

Development Services

Commissioner

Amy Zundel

Primary Portfolio:

Street, Water & Sewer

Secondary Portfolio:

Sanitation

City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: July 15, 2024

Subject: Capital Improvement Plan (CIP) - Review

Action: No Action – Review Preliminary 2024-2028 CIP and provide a preliminary list of projects in the plans for the next five years.

New Information and Recommendation:

The Capital Improvement Plan (CIP) is a living document that is continually being evaluated. Projects may be added or removed from the CIP or moved to be completed in a different year than originally specified. Each project in the CIP will follow standard practices and policies for review and authorization. This included multiple approvals by the City Commission. The CIP encompasses the entire City of West Fargo. While it does include projects in the core area of the community, the CIP is not the same as the Core Area Infrastructure Studies recently completed. All funding included in the CIP is based on the best available cost information.

The presentation attached to this cover sheet will encompass project funding assumptions, funding uses, funding sources and a preliminary overview list of anticipated projects for the proposed 2024-2028 CIP.

The following documents are attached for review/consideration:

- CIP PowerPoint Presentation

Staff Recommendation: No Action – Providing Preliminary 2024 – 2028 CIP overview and funding source, funding uses and city funding contribution assumptions made for feedback from Commissioners as well as to provide a list of projects scheduled for this time period.

Previously Presented Information and Commission Actions:

June 17, 2024 –

The Commission took this item off of agenda allowing the two new commissioners to be a part of the 2024-2028 Preliminary CIP conversation and provide feedback.

March 10, 2022 –

- 2022-2026 CIP review Meeting with City Commission

March 21, 2022 –

- 2022-2026 CIP Adopted by the City Commission

CAPITAL IMPROVEMENT PLAN

2024-2028



PROJECT FUNDING GUIDELINES

PROJECT TYPE	% OF CITY FUNDS - 2024	% OF CITY FUNDS - 2022	CHANGE
Neighborhood Overlay	50%	0%	+50%
Local Reconstruction	70%	40%	+30%
Regional Reconstruction	30%	20%	+10%
Sidewalk Gap Projects	0%	0%	-
Green Field Development	0%	0%	-
Rehabilitation	100%	100%	-
Buildings/Facilities	100%	100%	-

- After applying % of City Funds, remaining project costs will be funded with special assessments, grants, and/or other sources.
- To reduce specials, City will seek grants or outside funding through eligible programs.
- This funding baseline follows the City's Guiding Principles, adopted in Fall 2021.

Commission Guiding Principles on Financial Policy for City Infrastructure and buildings.

1. Reduce the use of Special Assessments as a funding source of City Infrastructure.
2. Seek the lowest-cost Long-Term capital through the issuance of loans, bonds and other debt instruments when available.
3. Utilize the Capital Improvement Sales tax proceeds responsibly to fund projects as set forth in the Commission approved Capital Improvement Plan.

Staff will assure all city policies/financial decisions are consistent with the approved guiding principles.

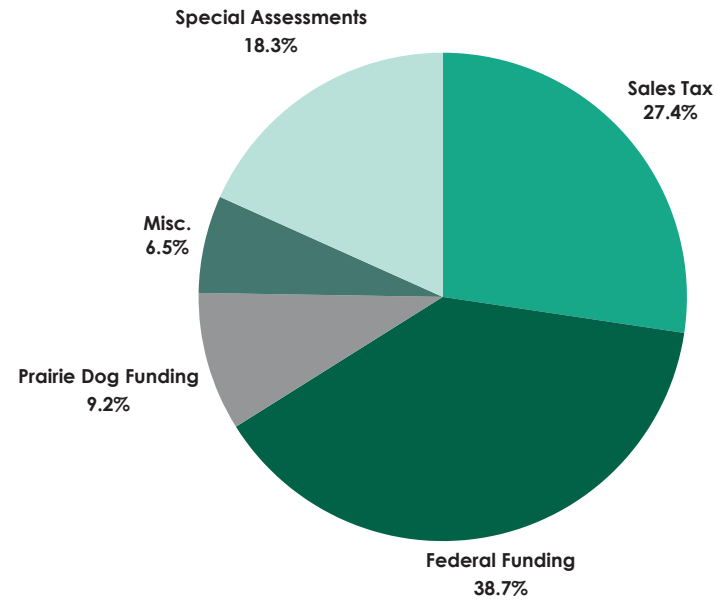
FUNDING USES 2024-2028

Uses	Total	Percentage
CIP - Infrastructure	\$203,364,944	83.94%
CIP - Public Works	\$17,235,000	7.11%
CIP - Buldings	\$9,350,000	3.86%
CIP - IT	\$1,531,500	0.63%
CIP - Planning/ED	\$1,170,000	0.48%
Go Bond Payment	\$960,000	0.40%
CIP - Library	\$150,000	0.06%
Misc.	\$8,500,000	3.51%
Total	\$242,261,444	100%

- Infrastructure includes Transportation, Street, Sewer, and Water Projects led by the City's Engineering Department.
- Public Works includes Street, Sewer, and Water Projects led by the City's Public Works Department
- Building Projects include 2024 New City Hall Fit Up and future upgrades to Public Works Facilities
- IT Projects include software, hardware, and security updates to City Buildings and/or infrastructure
- Planning/Economic Development includes capital projects in West Fargo's Downtown District
- Final Payment of 2009 General Obligation Bond
- Library includes facility improvements at the West Fargo Public Library
- Funds includes for miscellaneous, unforeseen projects

FUNDING SOURCES 2024-2028

Sources	Total	Percentage
Sales Tax	\$62,589,077	27.36%
Federal Funding	\$88,579,590	38.72%
State Funding (Prairie Dog)	\$21,000,000	9.18%
Special Assessments	\$41,826,900	18.28%
Misc. Funding	\$14,771,000	6.46%
Total	\$228,766,567	100%



- Special Assessment Use has decreased from 27.44% in 2022 CIP to 18.28% in 2024 CIP.
- Capital Improvement Sales Tax is used for all projects, less \$150,000 in Economic Development Sales Tax used.
- The 2022 CIP allocated appx. \$27.5 million of water and sewer funds for capital projects, assuming an increase in utility rates. There has not been an increase, so those funds are not available for capital projects and are not included in the 2024 CIP.
- Federal and State Funding is potential based on availability and application. Prairie Dog funding is dependent on the amount of collected Oil & Gas Extraction Tax.

5 Year Funding Overview

SOURCES	2024	2025	2026	2027	2028	Total	% of Total
Sales Tax	\$ 11,400,000	\$ 12,006,000	\$ 13,023,240	\$ 12,823,450	\$ 13,336,388	\$ 62,589,078	27.36%
<i>Economic Development Sales Tax</i>	\$ -	\$ 150,000	\$ 693,000	\$ -	\$ -	\$ 843,000	
<i>Infrastructure Sales Tax</i>	\$ 11,400,000	\$ 11,856,000	\$ 12,330,240	\$ 12,823,450	\$ 13,336,388	\$ 61,746,078	
Other Funding Sources (Grants/Bonds, etc.)	\$ 5,564,490	\$ 13,271,600	\$ 63,995,000	\$ 31,050,000	\$ 10,469,500	\$ 124,350,590	54.36%
<i>Federal</i>	\$ 5,043,490	\$ 2,771,600	\$ 49,745,000	\$ 20,550,000	\$ 10,469,500	\$ 88,579,590	
<i>State</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<i>Prairie Dog Funds</i>	\$ -	\$ 10,500,000	\$ -	\$ 10,500,000	\$ -	\$ 21,000,000	
<i>Misc. Funding Sources</i>	\$ 521,000	\$ -	\$ 14,250,000	\$ -	\$ -	\$ 14,771,000	
Special Assessments	\$ 350,000	\$ 2,742,500	\$ 9,243,150	\$ 9,584,000	\$ 19,907,250	\$ 41,826,900	18.28%
TOTAL SOURCES	\$ 17,314,490	\$ 28,020,100	\$ 86,261,390	\$ 53,457,450	\$ 43,713,138	\$ 228,766,568	100.00%

USES	2024	2025	2026	2027	2028	Total	% of Total
CIP - Infrastructure	\$ 13,690,944	\$ 15,588,500	\$ 86,037,500	\$ 47,311,000	\$ 40,737,000	\$ 203,364,944	83.94%
CIP - Public Works	\$ 3,520,000	\$ 3,397,500	\$ 4,560,000	\$ 3,107,500	\$ 2,650,000	\$ 17,235,000	7.11%
CIP - Buildings	\$ 850,000	\$ 8,500,000	\$ -	\$ -	\$ -	\$ 9,350,000	3.86%
CIP - IT	\$ -	\$ 781,500	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,531,500	0.63%
CIP - Library	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	0.06%
CIP - Planning/ED	\$ 300,000	\$ 300,000	\$ 10,000	\$ 40,000	\$ 520,000	\$ 1,170,000	0.48%
GO Bond Payment - Fund 3368	\$ 960,000	\$ -	\$ -	\$ -	\$ -	\$ 960,000	0.40%
Misc. Unforeseen Projects	\$ 500,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 8,500,000	3.51%
TOTAL USES	\$ 19,820,944	\$ 30,717,500	\$ 92,857,500	\$ 52,708,500	\$ 46,157,000	\$ 242,261,444	100.00%

Net Surplus/(Deficit)	(\$2,506,454)	(\$2,697,400)	(\$6,596,110)	\$748,950	(\$2,443,862)	(\$13,494,876)
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Capital Improvement Sales Tax Beginning Balance	\$ 25,000,000	\$ 22,493,546	\$ 19,796,146	\$ 13,200,036	\$ 13,948,986
Ending Balance	\$ 22,493,546	\$ 19,796,146	\$ 13,200,036	\$ 13,948,986	\$ 11,505,124

- State and Federal Funding may be contingent on program continuation and grant application status.

PROJECT STATUS LEGEND

CIP CODE	STATUS	DESCRIPTION	PROJECT COST ACCURACY
NS	NOT STARTED	Needed work has been identified and project is only conceptual.	PRELIMINARY ESTIMATE
P/S	PRELIMINARY AND/OR SCOPING	Project scope and tasks necessary for completion identified.	PROBABLE COST NARROWED
S/D	STUDY AND/OR DESIGN	Plans and specifications finalized. Bids are advertised.	STATEMENT OF ESTIMATED COST
CA	CONSTRUCTION ADMINISTRATION	In-House staff and/or contractors will complete the project.	PROJECT COSTS FINALIZED
SC	SUBSTANTIALLY COMPLETE	Final payments, special assessments certification process and/or other close-out items still pending.	FINAL PAYMENTS MADE
X	CLOSED	All work is done and paid. Special assessments certified and levied.	

PROJECT OVERVIEW 2024

Status	Special Assessed?	Department	Project Description	Total Project Cost (2024 Dollars)
CA	No	Buildings	New City Hall - WEX Building Fit Up	\$850,000
CA	No	Engineering	Multi-Use Path - Eaglewood Park to The Lights	\$396,000
CA	No	Engineering	Street Impr's w/ Traffic Signal - 23rd Ave and Bluestem	\$1,258,400
CA	No	Engineering	Alley/Backyard Sanitary Sewer Rehab Project	\$4,698,000
CA	Yes	Engineering	NDDOT - Main Ave Slide Repair	\$2,825,544
CA	No	Engineering	Sidewalk Impr's - Residential Gaps per N.D.C.C. & Misc Repairs	\$350,000
CA	No	Engineering	Citywide Concrete Pavement Repair and ADA Updates	\$600,000
CA	No	Engineering	Sanitary Sewer System Rehabilitation - SA11, 30, 31 and 36	\$1,735,000
CA	No	Engineering	Traffic System Software Purchase	\$66,000
CA	No	Engineering	LED Street Light Updates	\$624,000
CA	No	Engineering	2024 Street Lighting Improvements - Phase 1: HPS to LED	\$400,000
CA	No	Public Works	Fueling Stations - Citywide	\$1,000,000
CA	No	Public Works	Lagoon Decommissioning	\$1,500,000
S/D	No	Engineering	Citywide Fiber Network Planning	\$48,000
S/D	No	Engineering	EV Purchase Thru CRP Funds	\$175,000
S/D	No	Engineering	2024 ADA Ramp Reconstruction	\$0
P/S	No	Engineering	Transportation Management Center Grant Submittal	\$15,000
P/S	No	Engineering	Sanitary Sewer System Rehabilitation - SA27 Study	\$100,000
P/S	No	Engineering	2024 Street Lighting Improvements - Phase 2: Light Pole Replacement	\$400,000
P/S	No	Planning/ED	Interstate Crossing Study - MetroCOG	\$300,000
P/S	No	Public Works	Tree Planting - 12th Ave (9th St NW to 9th St NE)	\$75,000
P/S	No	Public Works	Asphalt Overlays (by PW Dept)	\$300,000
P/S	No	Public Works	Salt Shack Area Paving	\$455,000
NS	No	Public Works	SCADA System Improvements (PW Project)	\$40,000
NS	No	Public Works	I & I Mitigation (by PW Dept)	\$150,000

*As of July 1, 2024 - Project List and Costs Subject to Change

PROJECT OVERVIEW 2025

Status	Special Assessed?	Department	Project Description	Total Project Cost (2024 Dollars)
CA	No	Engineering	52nd Ave S Reconstruction (Fargo Project with West Fargo Cost Share)	\$3,000,000
S/D	Yes	Engineering	Westwood Neighborhood Reconst	\$7,475,000
S/D	No	Engineering	EV Purchase Thru CRP Funds	\$67,000
S/D	No	Public Works	Redudant Lift Station BRIC grant Scoping Phase	\$300,000
P/S	No	Engineering	Veterans Boulevard/9th St E Pedestrian Upgrades (HSIP)	\$609,500
P/S	No	Engineering	Left Turn Lane Geometry Corrections (HSIP) (Veterans w/ Fargo)	\$337,000
NS	No	Buildings	Sanitation/PW Building Expansion/Upgrades	\$8,500,000
NS	No	Engineering	Storm Modeling Study - Core Area East	\$300,000
NS	No	Engineering	Citywide Concrete Pavement Repair (12th Ave/23rd Ave/North Side)	\$1,500,000
NS	No	Engineering	Rehab Sanitary Sewer Lifts/FMs (SM 27/South Side)	\$1,625,000
NS	No	Engineering	South Side Stormwater Pond Dredging	\$200,000
NS	No	Engineering	Citywide Centerline Striping	\$150,000
NS	No	Engineering	2025 Pedestrian Ramps	\$325,000
NS	No	IT	New Building Security Camera System	\$254,000
NS	No	IT	Door Access Improvements	\$262,500
NS	No	IT	City Wide Fiber Looping	\$250,000
NS	No	IT	ICAC Server Update for PD	\$15,000
NS	No	Library	Library Flooring Replacement	\$150,000
NS	No	Planning/ED	Growth Area Master Plan	\$300,000
NS	No	Public Works	Tree Planting - 9th St W (21st Ave to 32nd Ave W)	\$82,500
NS	Yes	Public Works	Asphalt Overlays (by PW Dept)	\$1,000,000
NS	No	Public Works	Sign Replacement	\$100,000
NS	No	Public Works	SCADA System Improvements	\$40,000
NS	No	Public Works	I & I Mitigation (by PW Dept)	\$150,000
NS	No	Public Works	Increased Tree Planting	\$75,000
NS	No	Public Works	Inert Landfill - Transfer Station - Planning/Design/Permitting	\$150,000
NS	No	Public Works	Lagoon Decomissioning	\$1,500,000

*As of July 1, 2024 - Project List and Costs Subject to Change

PROJECT OVERVIEW 2026

Status	Special Assessed?	Department	Project Description	Total Project Cost (2024 Dollars)
S/D	Yes	Engineering	6th St/23rd Ave Intersection Improvements (Signal or Roundabout)	\$2,080,000
S/D	Yes	Engineering	9th Street NE/7th Avenue NE Reconstruction (STBG)	\$30,940,000
P/S	No	Engineering	Left Turn Lane Geometry Corrections (HSIP)	\$462,000
P/S	Yes	Engineering	9th Street NE Overpass (RAISE, CRISI or RCE Grant)	\$39,000,000
NS	No	Engineering	Sanitary Sewer Lift Station Rehabilitation - South Side	\$1,950,000
NS	No	Engineering	Sanitary Spot Repairs	\$1,690,000
NS	Yes	Engineering	Meadow Ridge Reconstruction	\$5,590,000
NS	Yes	Engineering	1st Ave E (2nd St to 4th St)	\$1,800,500
NS	No	Engineering	Citywide Signal Retiming	\$375,000
NS	No	Engineering	Citywide Concrete Pavement Repair	\$1,000,000
NS	No	Engineering	2026 Pedestrian Ramps	\$250,000
NS	Yes	Engineering	Sidewalk Imprsr - Residential Gaps per N.D.C.C. & Misc Repairs	\$400,000
NS	No	Engineering	Pavement Mgmt - Seal Coating (2025 Overlays)	\$300,000
NS	No	Engineering	South Side Stormwater Pond Dredging	\$200,000
NS	No	IT	City Wide Fiber Looping	\$250,000
NS	No	Planning/ED	Main Avenue/Sheyenne Crosswalk Striping	\$10,000
NS	No	Public Works	Tree Planting - 9th St W (32nd Ave to 52nd Ave)	\$120,000
NS	Yes	Public Works	Asphalt Overlays (by PW Dept)	\$1,000,000
NS	No	Public Works	Sign Replacement	\$100,000
NS	No	Public Works	Citywide Centerline Striping	\$150,000
NS	No	Public Works	SCADA System Improvements	\$40,000
NS	No	Public Works	I & I Mitigation (by PW Dept)	\$150,000
NS	No	Public Works	Inert Landfill - Transfer Station	\$1,500,000
NS	No	Public Works	Lagoon Decommissioning	\$1,500,000

*As of July 1, 2024 - Project List and Costs Subject to Change

PROJECT OVERVIEW 2027

Status	Special Assessed?	Department	Project Description	Total Project Cost (2024 Dollars)
P/S	No	Engineering	Rivers Bend Multi Use Path	\$1,391,000
NS	No	Engineering	Meadow Ridge Pond Rehab	\$100,000
NS	No	Engineering	Citywide Concrete Pavement Repair	\$1,000,000
NS	No	Engineering	2027 Pedestrian Ramps	\$250,000
NS	Yes	Engineering	Oakwood Bend Sanitary Lift Replacement	\$1,300,000
NS	No	Engineering	South Side Stormwater Pond Dredging	\$200,000
NS	No	Engineering	Pavement Mgmt - Seal Coating (2026 Overlays)	\$300,000
NS	No	Engineering	Sanitary Sewer Lift Station Rehabilitation - South Side	\$1,950,000
NS	Yes	Engineering	13th Ave E (Reconst) - Sheyenne St to Prairie Pkwy (STBG)	\$18,720,000
NS	No	Engineering	Redundant Lift Station	\$22,100,000
NS	No	IT	City Wide Fiber Looping	\$250,000
NS	No	Planning/ED	Transit Shelters	\$40,000
NS	No	Public Works	Citywide Centerline Striping	\$150,000
NS	No	Public Works	Tree Planting - Beaton Dr & 19th Ave E (Fargo to Doosan/Bobcat)	\$57,500
NS	Yes	Public Works	Asphalt Overlays (by PW Dept)	\$1,000,000
NS	No	Public Works	Sign Replacement	\$100,000
NS	No	Public Works	Citywide Centerline Striping	\$150,000
NS	No	Public Works	I & I Mitigation (by PW Dept)	\$150,000
NS	No	Public Works	Lagoon Decommissioning	\$1,500,000

*As of July 1, 2024 - Project List and Costs Subject to Change

PROJECT OVERVIEW 2028

Status	Special Assessed?	Department	Project Description	Total Project Cost (2024 Dollars)
NS	Yes	Engineering	9th Street NW Reconstruction	\$10,010,000
NS	Yes	Engineering	7th Ave Reconstruction - Phase I (Sheyenne River to Sukut St)	\$11,500,000
S/D	Yes	Engineering	7th Ave Stormwater Pumping Station (SM 79) - BRIC GRANT	\$12,025,000
NS	No	Engineering	Citywide Concrete Pavement Repair	\$1,000,000
NS	No	Engineering	Sanitary Sewer Lift Station Rehabilitation - South Side	\$1,950,000
NS	No	Engineering	2028 Pedestrian Ramps	\$250,000
NS	Yes	Engineering	Sidewalk Imprsr - Residential Gaps per N.D.C.C. & Misc Repairs	\$400,000
P/S	No	Engineering	9th Street W - 52nd Ave W Roundabout (HSIP - Proposed)	\$3,302,000
NS	No	Engineering	Pavement Mgmt - Seal Coating (2027 Overlays)	\$300,000
NS	No	IT	City Wide Fiber Looping	\$250,000
NS	No	Planning/ED	Bollards for Downtown Civic Events	\$20,000
NS	No	Planning/ED	Comprehensive Plan Update	\$500,000
NS	No	Public Works	Asphalt Overlays (by PW Dept)	\$1,000,000
NS	No	Public Works	Citywide Centerline Striping	\$150,000
NS	No	Public Works	Lagoon Decomissioning	\$1,500,000

*As of July 1, 2024 - Project List and Costs Subject to Change